

DATED June 26, 2024

CIRRUS AIRCRAFT LIMITED
(西銳飛機有限公司)

CHINA AVIATION INDUSTRY GENERAL AIRCRAFT CO., LTD.*
(中航通用飞机有限责任公司)

CAIGA (HONG KONG) LIMITED
(中航通飞香港有限公司)

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

and

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

HONG KONG UNDERWRITING AGREEMENT

**relating to a public offering in Hong Kong of initially
5,487,600 Shares of US\$0.50 nominal value each in the capital of
CIRRUS AIRCRAFT LIMITED (西銳飛機有限公司),
being part of a global offering of initially 54,875,900 Shares**

Slaughter and May
47th Floor, Jardine House
One Connaught Place
Central
Hong Kong

** For identification purposes only.*

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THIS AGREEMENT is made on June 26, 2024

BETWEEN:

- (1) **CIRRUS AIRCRAFT LIMITED** (西銳飛機有限公司), a company incorporated in the Cayman Islands with limited liability having its registered address at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
- (2) **CHINA AVIATION INDUSTRY GENERAL AIRCRAFT CO., LTD.*** (中航通用飞机有限责任公司), a limited liability company incorporated in the People’s Republic of China having its registered address at Office and Customer Service Comprehensive Building 201, No. 999 Jinhai Middle Road, Jinwan District, Zhuhai City, PRC (“**CAIGA**”);
- (3) **CAIGA (HONG KONG) LIMITED** (中航通飞香港有限公司), a limited liability company incorporated in Hong Kong having its registered address at 14th Floor, One Taikoo Place, 979 King’s Road, Quarry Bay, Hong Kong (“**CAIGA Hong Kong**”, together with CAIGA, collectively, the “**Covenantors**” and each, a “**Covenantor**”);
- (4) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, whose principal place of business in Hong Kong is 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
- (5) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

** For identification purposes only.*

RECITALS:

- (A) The Company was incorporated in the Cayman Islands with limited liability on December 13, 2019 and was registered as a non-Hong Kong company under Part 16 of the Companies Ordinance on June 7, 2023. As at the date hereof, the Company has an authorized share capital of US\$250,000,000 divided into 250,000,000 Shares with par value of US\$1.00 each, and an issued share capital of US\$155,481,659 divided into 155,481,659 Shares. Upon completion of the Share Subdivision, the Company will have an authorized share capital of US\$250,000,000 divided into 500,000,000 Shares with par value of US\$0.50 each, and an issued share capital of US\$155,481,659 divided into 310,963,318 Shares with par value of US\$0.50 each.
- (B) As at the date hereof, CAIGA Hong Kong, which is wholly owned by CAIGA, is the legal and beneficial owner of 155,481,659 Shares, representing 100% of the issued and outstanding Shares. CAIGA is owned as to approximately 73.39% by Aviation Industry Corporation of China, Ltd.* (中国航空工业集团

有限公司) (“AVIC”). Immediately after the completion of the Share Subdivision and the Global Offering (assuming the Offer Size Adjustment Option and the Over-allotment Option are not exercised), CAIGA Hong Kong will directly hold approximately 85% of the total issued Shares, and CAIGA Hong Kong, CAIGA and AVIC, will each constitute a Controlling Shareholder upon Listing.

- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell the Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell the Shares in the United States to qualified institutional buyers as defined in Rule 144A under the Securities Act, pursuant to an exemption from the registration requirements under the Securities Act, and outside the United States in offshore transactions in reliance on Regulations S under the Securities Act under the International Offering. CICC is acting as the sole overall coordinator and the sole global coordinator of the Global Offering.
- (D) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK (including any additional Shares which may be issued pursuant to the Offer Size Adjustment Option and the exercise of the Over-allotment Option). CICC is acting as the sole sponsor in relation to the Company’s listing application.
- (E) The Hong Kong Underwriters have agreed to severally underwrite the Hong Kong Public Offering upon and subject to the terms and conditions hereinafter contained.
- (F) The Company and the Covenantors have agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI.
- (G) The Company, the Covenantors, the Sole Overall Coordinator and the International Underwriters intend to enter into the International Underwriting Agreement providing for the International Underwriters to severally purchase or procure investors to purchase the Shares offered by the Company in the International 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 at the election of the Sole Overall Coordinator (for itself and on behalf of the International Underwriters), in whole or in part, to require the Company to allot and issue up to 8,231,300 additional Shares (representing in aggregate approximately 15% of the total number of the Offer Shares initially available under the Global Offering assuming the Offer Size Adjustment Option is not exercised at all) or up to 9,466,000 additional Shares (representing in aggregate approximately 15% of the total number of the Offer Shares being offered under the Global Offering assuming the Offer Size Adjustment Option is exercised in full) to cover any over-allocations made in the International Offering, upon and subject to the terms and conditions of the

International Underwriting Agreement.

- (H) The Company has appointed Computershare Hong Kong Investor Services Limited, an “approved share registrar” for the purposes of the Securities and Futures (Stock Market Listing) Rules (Chapter 571V of the Laws of Hong Kong), to act as its Hong Kong share registrar and transfer agent for the Shares.
- (I) The Company has appointed Bank of China (Hong Kong) Limited to act as the receiving bank in relation to the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited to act as the nominee to hold the application monies received by the receiving bank under the Hong Kong Public Offering.
- (J) Pursuant to the written resolutions of the board of directors of the Company dated June 23, 2024 *inter alia*, the Directors approved, and any one Director was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering. All such resolutions remain in full force and effect.
- (K) The Company has an Offer Size Adjustment Option under this Agreement, which is exercisable by the Company after consultation with the Sole Overall Coordinator and the Sole Sponsor, on or before the Price Determination Date and will lapse immediately thereafter, pursuant to which the Company may issue and allot up to an aggregate of 8,231,300 additional Shares (representing in aggregate approximately 15% of the total number of the Offer Shares initially available under the Global Offering) at the Offer Price, to cover additional market demand, if any.

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 July 9, 2024, being the date on which the Application Lists close in accordance with the provisions of Clause 4.5;

“**Accepted Hong Kong Public Offering Applications**” means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part, pursuant to Clause 4.7;

“**Accountant’s Report**” means the accountant’s reports set out in Appendix I to the Hong Kong Prospectus;

“**Admission**” means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the Shares on the Main Board of the SEHK (including any additional Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option);

“Agreement” or “Hong Kong Underwriting Agreement” means this underwriting agreement dated June 26, 2024 relating to the Hong Kong Public Offering entered into among the Company, the Covenantors, the Sole Overall Coordinator and the Hong Kong Underwriters;

“Announcement Date” means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Hong Kong Prospectus, which is currently expected to be July 11, 2024;

“Anti-Money Laundering Laws” has the meaning ascribed to it in Clause 15.2 of Part A of Schedule 2;

“AP” means Application Proofs of the Company uploaded to the SEHK’s website on June 8, 2023 and March 6, 2024;

“Application Lists” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.5;

“Approvals and Filings” means any approvals, licences, consents, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings;

“Articles”, “Articles of Association” or “Memorandum and Articles of Association” means the amended and reinstated memorandum and articles of association of the Company, conditionally adopted on June 23, 2024 with effect from the Listing Date, and as amended from time to time;

“Authority” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange and the SFC and the CSRC);

“BIS” means the U.S. Department of Commerce’s Bureau of Industry and Security;

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

“Business Day” means a day (other than Saturday, Sunday or public holiday) on which banking institutions in Hong Kong are open generally for normal banking business and on which the SEHK is open for business of dealing in securities;

“CCASS” means the Central Clearing and Settlement System established and operated by HKSCC;

“CMIs” means CICC, ABCI Capital Limited, ABCI Securities Company Limited, AVICT Global Asset Management Limited, BOCI Asia Limited, China Galaxy International Securities (Hong Kong) Co., Limited, China Merchants Securities (HK) Co., Limited, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Guosen Securities (HK) Capital Company Limited, Huatai Financial Holdings (Hong Kong) Limited, ICBC International Securities Limited and Tiger Brokers (HK) Global Limited, being the capital market intermediaries appointed by the Company for the purpose of the Global Offering;

“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;

“Comprehensively Sanctioned Country(ies)” means any country or territory subject to comprehensive economic sanctions (which, as of the date of this Agreement, include the Crimea region, the so-called Donetsk People’s Republic and the Luhansk People’s Republic regions, the Kherson and Zaporizhzhia regions, Cuba, Iran, North Korea and Syria), and each a “Comprehensively Sanctioned Country”;

“Conditions” means the conditions precedent set out in Clause 2.1;

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

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

“Controlling Shareholder(s)” has the meaning ascribed to it under the Listing Rules and in the context of this Agreement, means AVIC, CAIGA and CAIGA Hong Kong or any one of them;

“Cornerstone Investment Agreements” means the cornerstone investment agreements signed among the Company, the Sole Overall Coordinator and the respective cornerstone investors as described in the Hong Kong Prospectus;

“CSRC” means the China Securities Regulatory Commission;

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

“Disclosure Package” has the meaning given to it in the International Underwriting Agreement;

“Encumbrance” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, right of pre-emption, resale right or any other third-party claim, right, interest or preference or any other encumbrance of any kind;

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended from time to time;

“FCPA” means the United States Foreign Corrupt Practices Act of 1977, as amended from time to time;

“Final Offering Circular” shall have the meaning ascribed thereto in the International Underwriting Agreement;

“FINI” means Fast Interface for New Issuance, which is an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement for all new listings;

“FINI Agreement” means the FINI agreement dated April 16, 2024 entered into between the Company and the HKSCC;

“First Six-Month Period” has the meaning ascribed to it in Clause 9.1;

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

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Group” means the Company and the Subsidiaries from time to time, and the expression **“member of the Group”** shall be construed accordingly;

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

“HKIAC” has the meaning ascribed to it in Clause 15.2;

“HKSCC” means Hong Kong Securities Clearing Company Limited;

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

“Hong Kong Offer Shares” means 5,487,600 new Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.13 and 4.14 and the Offer Size Adjustment Option, as applicable;

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

“Hong Kong Prospectus Date” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around June 28, 2024;

“Hong Kong Public Offering” means the offering 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 Offering Documents;

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

“Hong Kong Public Offering Documents” means the Hong Kong Prospectus and the Formal Notice;

“Hong Kong Public Offering Over-Subscription” has the meaning ascribed to it in Clause 4.13;

“Hong Kong Public Offering Under-Subscription” has the meaning ascribed to it in Clause 4.8;

“Hong Kong Public Offering Underwriting Commitment” means, in relation to any Hong Kong Underwriter, the number of the Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in Schedule 1 to the aggregate number of the Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.13 and 4.14, as applicable, but not in any event exceeding the maximum number of the Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in Schedule 1;

“Hong Kong Registrar” means Computershare Hong Kong Investor Services Limited;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.9 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.9;

“IFRS” means the International Financial Reporting Standards;

“Indemnified Party” or **“Indemnified Party”** has the meaning ascribed to it in Clause 12.1;

“Indemnifying Party” or **“Indemnifying Parties”** has the meaning ascribed to them in Clause 12.1;

“Industry Consultant” means Frost & Sullivan Limited;

“Internal Controls Consultant” means PricewaterhouseCoopers Business Consulting (Shanghai) Co., Ltd. Beijing Branch;

“International Offer Shares” means 49,388,300 Shares initially proposed to be offered by the Company for purchase by, or by purchasers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and the Offer Size Adjustment Option, together with the Option Shares;

“International Offering” means the proposed offering by the Company through the International Underwriters or their respective affiliates of the International Offer Shares in the United States to qualified institutional buyers as defined in Rule 144A under the Securities Act, pursuant to an exemption from or in transactions not subject to the registration requirements under the Securities Act, and outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, upon and subject to the terms and conditions of the International Underwriting Agreement;

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of the International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Offer Size Adjustment Option and the Over-allotment Option;

“International Underwriters” mean the persons named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the International Underwriting Agreement relating to the International Offering to be entered into between the Company, the Covenantors, the Sole Overall Coordinator and the International Underwriters;

“Investment Company Act” means the United States Investment Company Act of 1940, as amended from time to time;

“Joint Bookrunners” means CICC, ABCI Capital Limited, AVICT Global Asset Management Limited, BOCI Asia Limited, China Galaxy International Securities (Hong Kong) Co., Limited, China Merchants Securities (HK) Co., Limited, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Guosen Securities (HK) Capital Company Limited, Huatai Financial Holdings (Hong Kong) Limited, ICBC International Securities Limited and Tiger Brokers (HK) Global Limited;

“Joint Lead Managers” means CICC, ABCI Securities Company Limited, AVICT Global Asset Management Limited, BOCI Asia Limited, China Galaxy International Securities (Hong Kong) Co., Limited, China Merchants Securities (HK) Co., Limited, CMB International Capital Limited, Futu Securities International (Hong Kong) Limited, Guosen Securities (HK) Capital Company Limited, Huatai Financial Holdings (Hong Kong) Limited, ICBC International Securities Limited and Tiger Brokers (HK) Global Limited;

“Laws” 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, legal codes, regulations or rules (including, without limitation, any and all regulations, rules, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority, including, without limitation, the Listing Rules, the Code of Conduct, the Companies Ordinance, and the Companies (Winding Up and Miscellaneous Provisions) Ordinance);

“Listing” means the listing of the Shares on the Main Board of the SEHK;

“Listing Committee” means the listing committee of the SEHK;

“Listing Date” means the first day on which the Shares commence trading on the SEHK (which is expected to be on July 12, 2024);

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

“Loss” or **“Losses”** has the meaning ascribed to it in Clause 12.1;

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

“Material Contracts” means 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;

“Nominee” means Bank of China (Hong Kong) Nominees Limited, in whose name the application monies under the Hong Kong Public Offering are to be held by the Receiving Bank under the Receiving Bank Agreement;

“OC Announcement” means the announcements dated June 8, 2023 and March 6, 2024 setting out the name of the overall coordinator then 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;

“Offer Price” means the final price per Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) at which the Offer Shares are to be purchased under the Global Offering, to be determined in accordance with Clause 2.5;

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

“Offer Size Adjustment Option” means the option that the Company has under this Agreement which is exercisable by the Company after consultation with the Sole Overall Coordinator and the Sole Sponsor on or before the Price Determination Date, pursuant to which the Company may issue and allot up to an aggregate of 8,231,300 additional Shares at the Offer Price, to cover additional market demand, if any;

“Offer Size Adjustment Option Shares” means up to an aggregate of 8,231,300 additional Shares which may be issued under the Offer Size Adjustment Option;

“Offering Documents” means the Hong Kong Public 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 of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any roadshow materials relating to the Offer Shares and, in each case, all amendments or supplements thereto;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement, the FINI Agreement, the Registrar Agreement, the Cornerstone Investment Agreements, and any agreement between the Company and the White Form eIPO Service Provider, including all amendments and supplements to any of them;

“Option Shares” means up to 8,231,300 additional Shares (assuming the Offer Size Adjustment Option is not exercised at all) or up to 9,466,000 additional Shares (assuming the Offer Size Adjustment Option is exercised in full) to be

purchased by, or by investors procured by, the International Underwriters from the Company at the Offer Price pursuant to the Over-allotment Option;

“Over-allotment Option” means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Sole Overall Coordinator (for itself and on behalf of the International Underwriters), requiring the Company to issue all or a portion of the Option Shares at the Offer Price as may be necessary to cover over-allocations, if any, made in connection with the International Offering;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on November 15, 2023 and June 19, 2024, including each amendment and supplement thereto posted on the SEHK’s website from such date through the time of the registration of the Hong Kong Prospectus;

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

“Pre-contractual Statements” has the meaning ascribed to it in Clause 16.7;

“Preliminary Offering Circular” means the preliminary offering circular dated on or about June 28, 2024, relating to the International Offering, issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in the form set out in Schedule 7 to be entered into between the Company and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) on the Price Determination Date to record the Offer Price as provided in Clause 2.5;

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Global Offering in accordance with Clause 2.5;

“Proceeding” or **“Proceedings”** has the meaning ascribed to it in Clause 12.1;

“Prospectus Registration Date” means June 27, 2024;

“Receiving Bank” means Bank of China (Hong Kong) Limited;

“Receiving Bank Agreement” means the agreement dated June 26, 2024 entered into between the Company, the Receiving Bank, the Sole Overall Coordinator and the Nominee in relation to the Hong Kong Public Offering;

“Registrar Agreement” means the agreement dated June 3, 2024 entered into between the Company and the Hong Kong Registrar in relation to the appointment of the Hong Kong Registrar;

“Reporting Accountant” means PricewaterhouseCoopers;

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

“Sanctions Laws and Regulations” means (i) any United States sanctions related to or administered by the U.S. Government (including, without limitation, the President of the United States, the U.S. Department of Commerce’s Bureau of Industry and Security, the U.S. Department of State and 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 or “Chinese military-Industrial Complex company”)), (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 2012 Iran Freedom and Counter-Proliferation Act, the Iran Sanctions Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions measures imposed by the United Nations Security Council, the European Union and its member states, the United Kingdom (including, without limitation, His Majesty’s Treasury), Australia or any other relevant sanctions Authority;

“Second Six-Month Period” has the meaning ascribed to it in Clause 9.1;

“Securities Act” means the United States Securities Act of 1933, as amended from time to time;

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

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

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

“Share Certificate Despatch Date” means the date specified in the Hong Kong Prospectus for the despatch of share certificates or such other time as may be determined in accordance with the terms of the Hong Kong Public Offering Documents (which is expected to be on July 11, 2024);

“Share(s)” means the ordinary shares in the share capital of the Company with a par value of US\$1.00 each before the Share Subdivision and with a par value of US\$0.50 each after the Share Subdivision, which will be listed for trading on SEHK;

“Share Subdivision” means the subdivision of each share in the Company’s issued and unissued share capital with par value of US\$1.00 each into two

shares with par value of US\$0.50 each immediately prior to the completion of the Global Offering, the details of which are set out in the section headed “History, Reorganization and Corporate Structure — Share Subdivision” of the Hong Kong Prospectus;

“**Sole Global Coordinator**” means CICC;

“**Sole Overall Coordinator**” means CICC, being the sole overall coordinator of the Global Offering;

“**Sole Sponsor**” means CICC;

“**Sponsor-OC**” means CICC;

“**Stabilising Manager**” means CICC;

“**Stock Borrowing Agreement**” means the stock borrowing agreement to be entered into between CAIGA Hong Kong and the Stabilising Manager on or about the Price Determination Date, pursuant to which the Stabilising Manager may request CAIGA Hong Kong to make available to the Stabilising Manager on a temporary basis up to 8,231,300 Shares (assuming the Offer Size Adjustment Option is not exercised at all) or up to 9,466,000 Shares (assuming the Offer Size Adjustment Option is exercised in full) to cover over-allocations, if any, in the International Offering;

“**Subsidiaries**” means the subsidiaries of the Company as the term is defined under the Listing Rules, including, but not limited to the companies named in Appendix I to the Hong Kong Prospectus as subsidiaries of the Company, and “**Subsidiary**” means any one of them;

“**Taxation**” or “**Taxes**” means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whenever created, imposed or arising and whether of Hong Kong, the U.S., the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto;

“**Trading Fee**” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the SEHK;

“**Transaction Levies**” means the transaction levies at the rates of 0.0027% and 0.00015%, respectively, of the Offer Price in respect of the Offer Shares imposed by the SFC and the Accounting and Financial Reporting Council of Hong Kong, respectively;

“**UK Bribery Act of 2010**” means the United Kingdom Bribery Act of 2010, as amended from time to time;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“United States” or **“U.S.”** means the United States of America, its territories, its possessions and all areas subject to its jurisdiction;

“Unsold Hong Kong Offer Shares” has the meaning ascribed to it in Clause 4.8;

“USA PATRIOT Act” means the United States Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time;

“U.S. Bank Secrecy Act” means the United States Currency and Foreign Transactions Reporting Act of 1970, as amended;

“U.S. dollars” or **“US\$”** means the United States dollars, the lawful currency of the United States;

“U.S. Export Control Laws” means any United States export control measures related to or administered by the U.S. Government (including, without limitation, the President of the United States, the BIS, the U.S. Department of State and the Office of Foreign Assets Control of the U.S., Department of the Treasury), including, without limitation, the designation as an entity on the U.S. entity list administered by the BIS thereunder;

“Verification Notes” means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors and the Company;

“Warranties” means the representations, warranties, agreements and undertakings given or made, or deemed to be given or made by the Company and/or the Covenantors (as the case may be) as set out in Schedule 2;

“Warrantors” means the Company and the Covenantors;

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

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited; and

- 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 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 an “**associate**”, in relation to any person, shall have the meaning under Chapter 14A of the Listing Rules;
 - 1.4.3 references to “**Clauses**”, “**Recitals**” and “**Schedules**” are to clauses of and recitals and schedules to this Agreement;
 - 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, body corporate, unincorporated association and partnership, joint venture, government, state or agency of a state (whether or not having separate legal entity);
 - 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 section 15 and section 13, respectively, under Part 1 Division 4 of the Companies Ordinance;
 - 1.4.10 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether

before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

- 1.4.11 references to a document being “**in agreed form**” shall mean such document in a form from time to time (whether on or after the date hereof) agreed between the Company and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);
- 1.4.12 references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.13 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.14 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.15 references to one gender shall include the other gender;
- 1.4.16 references to a company shall be construed to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.4.17 reference to “**material**” means material in the context of the Global Offering; and
- 1.4.18 references to the singular shall include the plural and vice versa.

2 CONDITIONS

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied, or where applicable, waived (to the extent permissible under applicable Laws):

- 2.1.1 the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Sole Overall Coordinator, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, respectively, or such later date and/or time as the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) may agree;
- 2.1.2 the issue by the SEHK of a certificate of authorisation of registration in respect of the Hong Kong Prospectus no later than 6:00 p.m., and the registration by the Registrar of Companies in Hong Kong of one

copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the board of directors of the Company and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the SEHK or the Registrar of Companies in Hong Kong (as the case may be), on the Business Day before the Hong Kong Prospectus Date;

- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Overall Coordinator may (for itself and on behalf of the other Hong Kong Underwriters) agree in writing) and Admission not subsequently having been revoked prior to the commencement of trading of the Shares on the SEHK;
- 2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Overall Coordinator may (for itself and on behalf of the other Hong Kong Underwriters) agree in writing);
- 2.1.5 the Warranties being true, accurate, complete and not misleading and not breached on and as of the date of this Agreement and the dates on which they are deemed to be repeated under this Agreement (as though they had been given and made on such date by reference to the facts and circumstances then subsisting);
- 2.1.6 each of the Company and the Covenantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions be met;
- 2.1.7 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) and the Company)

in accordance with Clause 2.5 and such agreement not subsequently having been terminated;

2.1.8 all of the waivers or exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC (if any) are granted and are not otherwise revoked, withdrawn, amended or invalidated;

2.1.9 the Company having obtained all of the Approvals and Filings from the relevant Authorities in connection with the application for listing of the Shares and the Global Offering, and such approvals not subsequently having been revoked, withdrawn, amended or invalidated; and

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

2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to fulfil or to procure the fulfilment of the Conditions in the manner and form prescribed (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such conditions by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and their counsel) on or before the relevant time or date specified thereof) and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters), the SEHK, the SFC and the Registrar of Companies in Hong Kong and/or any applicable Authority for the purposes of or in connection with the listing of and permission to deal in the Shares and the fulfilment of such Conditions on or before the relevant date and time as required.

2.3 **Extension:** The Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) 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 or in such manner as the Sole Overall Coordinator

may determine (in which case the Sole Overall Coordinator shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as it deems appropriate, provided that no extension shall be made beyond the date which is 30 days following the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Sole Overall Coordinator to the other parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 to waive or modify (with or without condition(s) attached) such Condition.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in whole or in part 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 Clause 2.3, 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 (for itself and on behalf of the other Hong Kong Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price (exclusive of Brokerage, Transaction Levies, and Trading Fee) at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sole Overall Coordinator reach agreement on the said price, which is expected to be agreed on the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on July 10, 2024 and no extension is granted by the Sole Overall Coordinator, the provisions of Clause 2.4 shall apply.

2.6 **Reduction of indicative Offer Price range or number of the Offer Shares:** The Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the Global Offering, reduce the number of the 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 on the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning on the Acceptance Date, (i) cause to be published on the SEHK's website and the Company's website notices of the reduction in the number of the Offer Shares initially offered in the Global Offering and/or the indicative offer price range, and the cancellation of the Global Offering and relaunch of the offer at the revised number of Offer Shares and/or the revised Offer Price; (ii) issue a supplemental or a new prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if

necessary); and (iii) comply with all Laws applicable to that reduction. The notice referred to in (i) shall also include confirmation or revision, as appropriate, of the working capital statement for the 12 months from the Hong Kong Prospectus Date and the Global Offering statistics set out in the Hong Kong Prospectus and any other financial information which may change as a result of such reduction in accordance with the requirements of the Listing Rules and the relevant guidance issued by the SEHK, as applicable. The Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) shall provide such assistance as the Company may reasonably require in relation to the preparation of the supplemental prospectus and the relevant waivers, announcements, and notices in connection with the foregoing.

If there is any change to the offer size due to change in the number of Offer Shares offered in the Global Offering (other than pursuant to the exercise of the Over-allotment Option and/or the reallocation mechanism as disclosed in the Hong Kong Prospectus), or change to the Offer Price which leads to the resulting price falling outside the indicative Offer Price range as stated in the Hong Kong Prospectus, or if the Company becomes aware that there has been a significant change affecting any matter contained in the Hong Kong Prospectus or a significant new matter has arisen, the inclusion of information in respect of which would have been required to be in the Hong Kong Prospectus if it had arisen before the Hong Kong Prospectus was issued, after the issue of the Hong Kong Prospectus and before the commencement of dealings in the Shares as prescribed under Rule 11.13 of the Listing Rules, the Company shall be required to cancel the Global Offering and relaunch the offer and issue a supplemental prospectus or a new prospectus.

2.7 **Offer Size Adjustment Option:** The Company has the Offer Size Adjustment Option under this Agreement, exercisable by the Company after consultation with the Sole Overall Coordinator and the Sole Sponsor on or before the time of execution of the Price Determination Agreement, pursuant to the terms and conditions of this Agreement and as described in the Offering Documents, which will lapse immediately thereafter. In the event of exercising the Offer Size Adjustment Option, the Company shall give out a written notice, substantially in the form set forth in Schedule 8 hereto, to the Sole Overall Coordinator prior to the lapse of the Offer Size Adjustment Option. In the event that the Offer Size Adjustment Option is not exercised prior to or on the Price Determination Date, it shall lapse automatically and be of no effect whatsoever. If the Offer Size Adjustment Option is exercised, whether in full or in part:

2.7.1 the additional Offer Shares issued pursuant to the Offer Size Adjustment Option will be allocated to maintain, to the extent possible, the proportionality between the Hong Kong Public Offering and the International Offering as determined after the application of the reallocation arrangements described in Clause 4.13.2 below and as set out in the Hong Kong Prospectus;

2.7.2 the Offer Size Adjustment Option Shares allocated to the Hong Kong Public Offering shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as Hong Kong

Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under this Agreement; and

- 2.7.3 the Hong Kong Underwriters will be entitled to the underwriting commission in respect of the Offer Size Adjustment Option Shares that are allocated to the Hong Kong Public Offering.

3 APPOINTMENTS

- 3.1 **Sole Overall Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sole Overall Coordinator to act as the sole overall coordinator of the Global Offering, and the Sole Overall Coordinator, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.
- 3.2 **Sole Global Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sole Global Coordinator as the sole global coordinator of the Global Offering, and the Sole Global Coordinator, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.
- 3.3 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sole Sponsor to act as the sole sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Sponsor-Overall Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sponsor-OC to act as the sole sponsor-overall coordinator of the Global Offering, and the Sponsor-OC, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners as the joint bookrunners of the Global Offering, and each of whom, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.6 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers as the joint lead managers of the Global Offering, and each of whom, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the CMIs to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the CMIs, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.

3.8 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the Hong Kong Underwriters, relying on the Warranties and indemnities herein contained and subject as hereinafter mentioned:

(a) severally (and not jointly or jointly and severally) accept such appointment as the exclusive agents of the Company, to assist the Company in offering to the public in Hong Kong the Hong Kong Offer Shares at the Offer Price in accordance with this Agreement and the Hong Kong Public Offering Documents; and

(b) agree severally (and not jointly or jointly and severally) to subscribe or procure subscribers, for the Unsold Hong Kong Offer Shares comprising their respective Hong Kong Public Offering Underwriting Commitment (and in any event not exceeding their respective Hong Kong Public Offering Underwriting Commitment) at a price per Hong Kong Offer Share equal to the Offer Price and to pay or procure payment of the same together with Brokerage, Transaction Levies and Trading Fee,

upon and subject to the terms and conditions of this Agreement.

3.9 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.8 is made on the basis, and upon the terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms or subject to such conditions 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. Notwithstanding any such delegation, each of the abovenamed appointees shall remain liable for all acts and omissions of any of its affiliates to which it delegates its relevant rights, duties, powers and/or discretions pursuant to this Clause.

3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.8 confer on each of the appointees, affiliates 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 a sponsor, global coordinator, overall coordinator, sponsor-overall coordinator, lead manager, bookrunner, Hong Kong Underwriter or capital market intermediary (as the case may be) and hereby agrees to ratify and confirm everything each such appointee, each such affiliate 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.

- 3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Sole Global Coordinator, in its role as such, is acting solely as global coordinator of the Global Offering, the Joint Bookrunners, in their role as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers, in their role as such, are acting solely as lead managers of the Global Offering, the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the Shares on the SEHK, the Sole Overall Coordinator, in its role as such, is acting solely as the overall coordinator of the Global Offering, the Sponsor-OC, in its role as such, is acting solely as the sponsor-overall coordinator of the Global Offering, and the CMIs, in their role as such, are acting solely as the capital market intermediaries of the Global Offering.

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs 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 Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs 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 Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the SEHK, either before or after the date hereof.

The Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the Listing or any process or matters leading up to such transactions, and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on one hand, and the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs as applicable, on the other hand, agree that the Warrantors shall consult with their own advisers and that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations

to the Warrantors or any of them. Additionally, the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs (as the case may be) are not advising the Warrantors or any other person as to any legal, tax, investment, accounting or regulatory (save, in this case of the Company, with the Sole Sponsor but solely to the extent required by the Listing Rules) matters in any jurisdiction. Any review by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) of the Company, the Warrantors, the transactions contemplated by this Agreement or other matters relating to such transactions shall be performed solely for the benefit of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) and shall not be on behalf of any of the Warrantors.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of the Warrantors (except and solely, with respect to the Sole Overall Coordinator, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levies as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase the Unsold Hong Kong Offer Shares as set forth in Clause 4.8 hereof) nor the fiduciary or adviser of the Warrantors, and none of the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs 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 or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs has advised or is currently advising the Warrantors or any of them on other matters).

Additionally, the Warrantors further acknowledge that the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any claims that the Warrantors may have against the Hong

Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMIs with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions.

3.12 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and the other Indemnified Parties shall have any liability whatsoever to the Company or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Party in respect of the following matters (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard):

3.12.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and

3.12.2 any of the matters referred to in Clauses 12.1.1 to 12.1.4,

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 incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.13 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 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 and any stabilisation activity) 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 (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.8 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 **No liability for omission of information:** None of the appointees pursuant to Clauses 3.1 to 3.8 shall have any liability in respect of any omission of information from the Offering Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading, for which the Company and the Directors are solely responsible.

- 3.15 **Compliance with the Offering Documents:** The Company hereby represents, warrants and undertakes that it has not made (including, but not limited to, through the AP and PHIP) and will not make or cause to be made any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of the Hong Kong Prospectus, the Final Offering Circular, the International Underwriting Agreement and this Agreement.
- 3.16 **Sub-underwriting:** Each of the Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of its respective Hong Kong Public Offering Underwriting Commitment; provided, however, that the Hong Kong Underwriters shall not (and shall procure that the relevant sub-underwriters shall not) offer or sell the 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/or the selling restrictions set out in the Hong Kong Prospectus and the other Hong Kong Public Offering Documents. All sub-underwriting commissions in connection with such sub-underwriting arrangements shall be borne by the respective Hong Kong Underwriters who enter into such sub-underwriting arrangements.
- 3.17 **Advice to the Company:** The Company hereby confirms and acknowledges that the Sole Overall Coordinator has:
- 3.17.1 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;
 - 3.17.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to having communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
 - 3.17.3 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;
 - 3.17.4 advised the Company on the information that should be provided to syndicate CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
 - 3.17.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMIs participating in an initial public offering, which is currently around 75% fixed and 25% discretionary;

- 3.17.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake that they have met or will meet these responsibilities; and
- 3.17.7 where 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, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares upon and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong, the Sole Sponsor shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK and the website of the Company on the day(s) specified in Schedule 5 (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Sole Sponsor).
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure the Nominee to undertake to hold and deal with such application monies and to do all such acts and things as maybe required in connection with the Global Offering and the transactions contemplated therein upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **Hong Kong Registrar and White Form eIPO Service:** The Company has appointed the Hong Kong Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has also appointed the White Form eIPO Service Provider to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of any separate agreement between them. The Company undertakes with the Hong Kong Underwriters to use its best endeavours to procure that the Hong Kong Registrar and the White Form eIPO Service Provider shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

- 4.4 **Authority and liability of the relevant parties:** In connection with the Hong Kong Public Offering:-
- 4.4.1 in relation to the Receiving Bank Agreement, each of the Hong Kong Underwriters hereby agrees that the Sole Overall Coordinator shall have authority to decide all matters referred to therein as being within the discretion of the Hong Kong Underwriters and to give all confirmations and instructions to be given thereunder by the Hong Kong Underwriters to the Receiving Bank, the Nominee or the Hong Kong Registrar, as the case may be; and
- 4.4.2 the Hong Kong Underwriters hereby acknowledge that nothing in this Agreement shall be deemed to give the Hong Kong Underwriters or any of them any authority to make any disclosure, representation or warranty in writing expressly stating that such disclosure, representation or warranty is made on behalf of the Company in connection with the Hong Kong Public Offering, International Offering or Global Offering unless the same is contained in the Hong Kong Public Offering Documents, this Agreement or in any of the documents or materials or information (whether given orally by an authorised representative of the Company or in writing) produced in connection with the Hong Kong Public Offering, International Offering or Global Offering or is authorised by the Company.
- 4.4.3 For the avoidance of doubt, the Sole Overall Coordinator shall not be responsible or liable to the Company for any breach of the provisions in this Agreement by any Hong Kong Underwriter (other than themselves in their capacities as Hong Kong Underwriters).
- 4.5 **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 being in force or “extreme condition” caused by a super typhoon is announced in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.6 **Issue or distribution of information:** Except for the Hong Kong Public Offering Documents or except as otherwise provided in this Agreement, each of the Company and the Covenantors undertakes that it shall not without the prior written approval of the Sole Overall Coordinator, issue, publish, distribute or otherwise make available any document (including but not limited to any prospectus or offering circular), announcement, material or information in connection with the Hong Kong Public Offering.
- 4.7 **Basis of allocation:** The Company agrees that the Sole Overall Coordinator shall have the exclusive right, in its sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering

Documents, the Receiving Bank Agreement and this Agreement, to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares. The Sole Sponsor reserves the right to reject (in whole or in part) any Hong Kong Public Offering Application or allocation or clawback when the relevant applications or allocation does not comply with any applicable Listing Rules or guidance issued by the Stock Exchange.

The Company shall, and shall use its best endeavours to procure that the Receiving Bank and the Hong Kong Registrar and the White Form eIPO Service Provider shall, as soon as practicable after the close of the Application Lists, provide the Sole Overall Coordinator with such information, calculations and assistance as the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may require for the purposes of determining, *inter alia*:

4.7.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of the Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.7.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of the Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of the Hong Kong Offer Shares initially available under the Hong Kong Public Offering; and

4.7.3 the basis of allocation of the Hong Kong Offer Shares,

in each case as soon as practicable.

4.8 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.9) shall, subject as provided in Clauses 4.12 and 4.14, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of the Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Sole Overall Coordinator may in its sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the

application and those regarding the payment for the Hong Kong Offer Shares); provided, however, that:

- 4.8.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.8 shall be several (and not joint or joint and several);
- 4.8.2 the number of the Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.8 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of the Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in **Schedule 1**):

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

where in relation to such Hong Kong Underwriter:

- N is the number of the Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.8, subject to such adjustment as the Sole Overall Coordinator may determine to avoid fractional shares;
- T is the total number of the Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.12 and 4.14, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of the Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of the Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6 and 4.14, as applicable; and
- AA is the aggregate number of the Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and
- 4.8.3 the determination of the Sole Overall Coordinator of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.8 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 4.8 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.9 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.11, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.7 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of the Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter (or any of its sub-underwriters) is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.
- 4.10 **Accepted applications:** The Company agrees that all valid, duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Sole Overall Coordinator pursuant to Clause 4.7, 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 4.8.
- 4.11 **Applications and payment for the Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Sole Overall Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the Hong Kong Registrar pursuant to Clause 4.7.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of the Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.8, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.11.1 make applications for such number of the Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.8 specifying the names and addresses of the applicants and the number of the Hong Kong Offer Shares to be allocated to each such applicant; and
- 4.11.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of the Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.8 (which shall include all amounts on account of

the Brokerage, the Trading Fee and the Transaction Levies in accordance with the terms of the Hong Kong Public Offering),

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on the Share Certificate Despatch Date, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the Hong Kong Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.12 **Power of the Sole Overall Coordinator to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Sole Overall Coordinator shall have the right (to be exercised at its sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply 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 4.8. Any application submitted or procured to be submitted by any of the Sole Overall Coordinator pursuant to this Clause 4.12 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.11 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.8 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

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

4.13.1 subject to any required reallocation as set forth below in Clause 4.13.2 and the provisions set out in chapter 4.14 of the Guide for New Listing Applicants issued by the SEHK, the Sole Overall Coordinator, in its sole and absolute discretion, may (but shall have no obligation to) reallocate the Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated the Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of the Shares available under the International Offering and the respective International Offering Underwriting Commitment of the International Underwriters may be reduced in such manner and proportions as the Sole Overall Coordinator may in its sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.13.2 if the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of

the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then the Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of the Offer Shares available under the Hong Kong Public Offering shall be increased to 16,462,800, 21,950,400 and 27,438,000 Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Offer Size Adjustment Option and the Over-allotment Option). In addition, the Offer Size Adjustment Option may be exercised pursuant to Clause 2.7 above to cover additional market demand, if any, and any Offer Size Adjustment Option Shares issued and allotted pursuant to the Offer Size Adjustment Option shall also be allocated between the Hong Kong Public Offering and the International Offering in accordance with the terms herein in case of a Hong Kong Public Offering Over-Subscription.

In each of the above cases, the number of the Offer Shares available under the International Offering and the respective International Offering Underwriting Commitment of the International Underwriters shall be reduced in such manner and proportions as the Sole Overall Coordinator may in its sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

4.14 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Sole Overall Coordinator, in its sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of the Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Sole Overall Coordinator may in its sole and absolute discretion determine. For the avoidance of doubt, the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering.

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

4.15.1 The Sole Overall Coordinator may, in its absolute discretion subject only to applicable Laws, allocate such Option Shares to the

International Offering as further International Offer Shares, in such amounts as the Sole Overall Coordinator may, subject only to applicable Laws, determine; and

4.15.2 any Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as the International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Option Shares.

4.16 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.11 or Clause 4.12 or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the CMI's shall be liable for any failure by any other Hong Kong Underwriter to perform their own obligations under this Agreement.

4.17 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Company undertakes with the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the CMI's to take such action and do (or use its best endeavours to procure to be done) all such other acts and things as they may require to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the Shares on the SEHK to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of the Hong Kong Offer Shares:** Upon receipt by the Hong Kong Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on the Share Certificate Despatch Date:

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

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

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Sole Overall Coordinator) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Sole Overall Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies (together with any accrued interest) received in respect of Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date at or before 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sole Overall Coordinator that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sole Overall Coordinator in writing as soon as practicable after the signing of this Agreement but, in any event, by no later than the Business Day immediately before the Listing Date) in immediately available funds; provided, however, that:

5.2.1 the Sole Overall Coordinator are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies and pay to the Sole Overall Coordinator (and where a person other than the Sole Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Sole Overall Coordinator on behalf of such person) all amounts payable by the Company pursuant to Clauses 5.3, 5.4 and 6.1 and the terms of the Receiving Bank Agreement; and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and the Covenantors 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 within 15 Business Days upon written demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sole Overall Coordinator (for itself or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies if and to the extent that the Offer Price shall be determined at below HK\$28.00 per Offer Share.

- 5.3 **Brokerage, Trading Fee and Transaction Levies for applicants:** The Sole Overall Coordinator will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levies in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee and Transaction Levies for the Company:** The Sole Overall Coordinator will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee and the Transaction Levies payable by the Company in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Sole Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund cheques:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the Hong Kong Registrar will arrange for the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of the Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No responsibility for default:** Each of the Warrantors acknowledges and agrees that none of the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the CMI has any liability whatsoever under Clause 5,

Clause 6 or otherwise for any default by the Nominee or any other application of funds.

6 COMMISSIONS AND COSTS

6.1 **Underwriting commission and incentive fee:** In consideration of the services of the Hong Kong Underwriters under this Agreement, subject to this Agreement having become unconditional and not having been terminated in accordance with the terms hereof, the Company shall pay to the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) an underwriting commission equal to 2.5 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4) (the “**Underwriting Commission**”). Without prejudice to the engagement letters entered into between the Company and the respective Sole Overall Coordinator and CMIs (including any supplemental agreements, if any), the parties hereto agree that the respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be recorded in the International Underwriting Agreement, which shall be the final and conclusive determination on their respective entitlement to the Underwriting Commission. The payment by the Company to the Sole Overall Coordinator of the Underwriting Commission in the manner set out in this Clause 6.1 shall be a full discharge of the Company’s obligation to the Hong Kong Underwriters to pay the Underwriting Commission, and the Company shall not be concerned with the allocation and distribution of the Underwriting Commission among the Hong Kong Underwriters. In addition, the Company agrees, at its sole discretion, to pay to the Hong Kong Underwriters an incentive fee of not more than 0.5 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4) (the “**Incentive Fee**”). The actual absolute amount of the Incentive Fee (if any) and the allocation of such Incentive Fee (if any) in absolute amount among the Hong Kong Underwriters shall be determined by the Company at its sole discretion and communicated to the Sole Overall Coordinator on or before the Price Determination Date.

6.2 **Costs payable by the Company:** All costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the Listing and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:

6.2.1 fees and expenses of the Sole Sponsor in accordance with the relevant engagement letter entered into between the Company and the Sole Sponsor;

6.2.2 fees and expenses of the Reporting Accountant in accordance with the relevant engagement letter entered into between the Company and the Reporting Accountant;

- 6.2.3 fees and expenses of the Hong Kong Registrar and the White Form eIPO Service Provider in accordance with the relevant engagement letter entered into between the Company and the Hong Kong Registrar and the White Form eIPO Service Provider;
- 6.2.4 fees and expenses of all legal advisers to the Company and fees and expenses of all legal advisers to the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
- 6.2.5 fees and expenses of the Internal Controls Consultant in accordance with the relevant engagement letter entered into between the Company and the Internal Controls Consultant;
- 6.2.6 fees and expenses of the Industry Consultant in connection with the preparation and issuance of its industry report in accordance with the relevant engagement letter entered into between the Company and the Industry Consultant;
- 6.2.7 fees and expenses of any public relations consultants in accordance with the relevant engagement letter(s) entered into between the Company and such public relations consultants;
- 6.2.8 fees and expenses of Orange Financial Printing Limited in accordance with the relevant engagement letter entered into between the Company and Orange Financial Printing Limited and all printing and advertising costs in relation to the Global Offering as approved by the Company;
- 6.2.9 fees and expenses of the Receiving Bank and the Nominee in accordance with the relevant engagement letter entered into between the Company and the Receiving Bank and the Nominee;
- 6.2.10 fees and expenses of other agents and advisers of the Company relating to the Global Offering in accordance with the relevant engagement letter(s) entered into between the Company and such agents and advisers;
- 6.2.11 all fees and expenses relating to the searches conducted in connection with the Global Offering, including, without limitation, background searches, litigation searches, bankruptcy and insolvency searches and directorship searches;
- 6.2.12 fees and expenses related to the application for listing of the Offer Shares on the SEHK, the registration of any documents with any relevant Authority and the qualification of the Offer Shares in any jurisdiction;

- 6.2.13 all roadshow (including pre-deal or non-deal roadshow or investor education) costs and expenses including travel, accommodation, printing, telecommunication and other out of pocket expenses incurred by the Sole Overall Coordinator, the CMI's and any consultant engaged in connection with the roadshow, subject to the caps and/or approvals by the Company as stated in the relevant engagement letters;
- 6.2.14 all costs of preparation, despatch and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto and all cost of preparation and web-posting of the AP and PHIP;
- 6.2.15 all travelling, telecommunications, postage and other out-of-pocket expenses incurred by the Underwriters or any of them or on their or its behalf under this Agreement or in connection with the Global Offering, subject to the caps and/or approvals by the Company as stated in the relevant engagement letters;
- 6.2.16 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports, subject to the caps and/or approvals by the Company as stated in the relevant engagement letters;
- 6.2.17 all costs of preparation, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.2.18 the Trading Fee and the Transaction Levies payable by the Company, and all capital duty (if any), premium duty (if any) and any other fees, charges, expenses, taxes and levies payable, in respect of the creation, issue, sale, delivery and distribution of the Offer Shares;
- 6.2.19 all fees and expenses relating to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;
- 6.2.20 all costs and expenses related to the preparation and launching of the Global Offering, subject to the caps and/or approvals by the Company as stated in the relevant engagement letters;
- 6.2.21 all CCASS transaction fees payable in connection with the Global Offering;
- 6.2.22 all processing charges and related expenses payable to the HKSCC; and
- 6.2.23 all costs, fees and out-of-pocket expenses incurred by the Sole Overall Coordinator, the Sole Global Coordinator, the Joint

Bookrunners, the Joint Lead Managers, the Underwriters, the CMIs or any of them or on their behalf under this Agreement and the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.2, subject to the caps and/or approvals by the Company as stated in the relevant engagement letters,

shall be borne by the Company, and the Company shall, and the Covenantors shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation.

- 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 and incentive fee under Clause 6.1, but the Company shall, and the Covenantors shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 which have been incurred or are liable to be paid by the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2, within 15 Business Days upon written demand by the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.
- 6.4 **Deduction from application moneys:** The Company agrees that the application moneys received under the Hong Kong Public Offering shall be held by the Nominee pursuant to the Receiving Bank Agreement and that there shall be deducted from such moneys an amount (to be determined by the Sole Overall Coordinator) which represents the aggregate of all amounts payable under this Clause 6.
- 6.5 **All amounts payable to be exclusive of Tax:** All amounts payable to the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs under the terms of this Agreement are exclusive of Tax (other than profits or income Tax imposed on the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs in the ordinary course of its respective business). The Company shall pay such additional amounts as may be necessary in order that, after deduction or withholding for or on account of any present or future tax, assessment or other governmental charge imposed upon or as a result of such payment by any Authority of any jurisdiction from which such payment is made, every payment to the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, each Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter and CMI shall not be less than the

amount provided for herein. In the event that the Company must pay withholding tax to a relevant Authority, the Company shall forward to the Sole Overall Coordinator for its records an official receipt issued by the Authority or other document evidencing such payment. All amounts charged by the Sole Overall Coordinator (for itself or on behalf of the Hong Kong Underwriters) will be invoiced together with the Tax, where appropriate.

- 6.6 **Payment on demand:** All commissions, fees, costs, charges, expenses and Taxes referred to in this Clause (if not so deducted pursuant to Clause 5.2) or the balance of such commissions, fees, costs, charges, expenses and Taxes (if the amount deducted pursuant to Clause 6.4 shall be insufficient for the purposes of covering such commissions, fees, costs, charges, expenses and Taxes) shall be payable by the Company within 15 Business Days upon written demand by the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMI's or the relevant party to whom such commissions, fees, costs, charges, expenses and Taxes are payable. The calculation by the Sole Overall Coordinator or the Sole Sponsor of the amount payable or deductible shall be conclusive in the absence of manifest error.

7 STABILISATION

- 7.1 **Stabilising manager and stabilisation actions:** The Company acknowledges that the Stabilising Manager, to the exclusion of all others, is expected to act as stabilising manager in connection with the Global Offering 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 whether in Hong Kong or elsewhere take such stabilising action(s) with a view to stabilising or supporting the market price of the Shares at a level higher than that which might otherwise prevail in the open market for a limited period after the Listing Date. The Stabilising Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions provided that the Stabilising Manager shall remain liable for all acts and omissions of any of such agent(s) appointed hereunder and shall procure that such agent(s) appointed by it shall comply with all relevant obligations and provisions to which the Stabilising Manager is subject, or by which the Stabilising Manager are bound, pursuant to this Agreement or under applicable Laws. Any such agent shall have the rights and authorities conferred upon the Stabilising Manager pursuant to this Clause. Any stabilisation actions taken by the Stabilising Manager or any person acting for it as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time at the discretion of the Stabilising Manager. Each of the Hong Kong Underwriters (other than the Stabilising Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Sole Overall Coordinator) to this Agreement that, unless appointed to do so by the Stabilising Manager it will not take or cause or authorise any person to take, and shall cause its affiliates and/or agents and/or subsidiaries not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or

which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company; provided, however, that the granting of the Over-allotment Option under the International Underwriting Agreement shall not constitute a breach of this Clause 7.1.

7.2 **Stabilising losses and profits:** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitment of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All net profits or gains after deduction of all relevant costs, expenses (including, but not limited to, commissions payable to any International Underwriter in relation to any over-allocated Shares and costs and expenses in connection with any on-market purchase of the Shares), fees or Taxes (including, but not limited to, stamp duty) arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it shall be for the account of the Sole Overall Coordinator. The Company will not be responsible for any liability, cost, expense, fee, loss, charges or Taxation, and will not be entitled to any profits or gains, arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it pursuant to this Clause 7.

7.3 **No stabilisation by the Company and the Covenantors:** Each of the Company and the Covenantors undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective promoters, supervisors, directors, officers, employees, or any person acting on its or on behalf of any of the foregoing persons not to:

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

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 Stabilising Manager or any person acting for it of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting of the Over-allotment Option under the International Underwriting Agreement shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** The Company and the Covenantors hereby jointly and severally represent, warrant, agree and undertake with respect to each of the Warranties in Part A of Schedule 2 hereto, and the Covenantors hereby jointly and severally represent, warrant, agree and undertake with respect to each of the Warranties in Part B of Schedule 2 hereto to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Company and the Covenantors acknowledge that each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs is entering into this Agreement in full reliance upon each of the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

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

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Hong Kong Prospectus Date;

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

8.2.6 immediately prior to (i) the delivery of the duly completed applications to purchase all or any of the Unsold Hong Kong Offer Shares by the Sole Overall Coordinator and/or the other Hong Kong Underwriters and (ii) payment by the Sole Overall Coordinator and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.7 and/or Clause 4.11 (as the case may be);

8.2.7 8:00 a.m. on the Listing Date;

8.2.8 immediately prior to commencement of dealings in the Offer Shares on the SEHK; and

8.2.9 where applicable, the date on which the Over-allotment Option is exercised,

in each case with reference to the facts and circumstances then subsisting. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to as soon as practicable notify the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate or misleading or breached 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 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading or it becomes aware of any significant new factors likely to affect the Hong Kong Public Offering which arises between the date of this Agreement and 8:00 a.m. on the Listing Date.
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's 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 or cause any of the Warranties untrue, incorrect, inaccurate or misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. The Company hereby undertakes that it will not (and will procure that no member of the Group will) at any time immediately prior to the Listing Date enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract or a material commitment for the purpose of the Hong Kong Prospectus, or take any steps which, in the opinion of the Sole Overall Coordinator, would be inconsistent with any expression or policy or intention in the Hong Kong Prospectus. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Sole Sponsor and the Sole Overall Coordinator.
- 8.5 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor and the Sole Overall Coordinator promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or might render untrue or inaccurate or incorrect or misleading any of the Warranties or as a result of which any of the Warranties, if repeated immediately after the occurrence of such event, would be breached or which would or might render untrue or misleading any statement, whether of fact or opinion, contained in the Offering Documents or the Formal Notice or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any

circumstance shall exist which requires or could require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement of a material fact or omit to state any fact which is material for disclosure or required by the Listing Rules or other applicable Laws to be disclosed in the Offering Documents or which is necessary in order to make the statements therein, in the light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading, or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to materially and adversely affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs 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 reasonably required by the Sole Sponsor and/or the Sole Overall Coordinator, including 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 and/or the Sole Overall Coordinator may require and supplying the Sole Sponsor, the Sole Overall Coordinator or such persons as they may direct, with such number of copies of such amendments or supplements as they may require, and do such other act or thing as necessary or advisable to correct such statement or omission or effect such compliance with applicable Law (including but not limited to the Listing Rules, the Securities and Futures (Stock Market Listing) Rules and the Companies (Winding Up and Miscellaneous Provisions) Ordinance) provided, however, that any approval by the Sole Sponsor and/or the Sole Overall Coordinator of any amendment or supplement to the Offering Documents, and any delivery to investors of such amendment or supplement to the Offering Documents or any of them, shall not (i) constitute a waiver or modification of any conditions to the obligations of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs under this Agreement or (ii) result in the loss of any right of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise). The Company agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document without the prior written consent of the Sole Sponsor and the Sole Overall Coordinator (such consent not to be unreasonably withheld), except as required by Laws, in which case the Company shall, to the extent not in breach or contravention of applicable Laws, first consult the Sole Sponsor and the Sole Overall Coordinator before such issue, publication or distribution. Each of the Warrantors shall procure that no member of the Group will at any time during the period from the date of this Agreement up to and including the Listing Date make any public announcements which are inconsistent with or other than in accordance with the Offering Documents or this Agreement or required by Laws. If any matter or event referred to in this

Clause 8.5 shall have occurred nothing herein shall prejudice any rights that the Sole Sponsor, the Sole Overall Coordinator or any of the Hong Kong Underwriters may have in connection with the occurrence of such matter or event, including without limitation its rights under Clause 11.

- 8.6 **The Warrantors' knowledge:** A reference in this Clause 8 or in Schedule 2 to any Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that each Warrantor has used its best endeavours to ensure that all information given in the Warranty is true, complete and accurate. Notwithstanding that any of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of the Warrantors under this Agreement shall be binding on their personal representatives or their successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI's (or the rights of any of the Sole Sponsor, the Sole Overall Coordinator, Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, Hong Kong Underwriters and the CMI's) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and

arrangements referred to or contemplated in this Agreement or the termination of this Agreement in accordance with its terms; and

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

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** The Company hereby undertakes to the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and each of them not to (save for the issue, offer, or sale of the Offer Shares pursuant to the Global Offering, including pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option and the Share Subdivision) and will procure the subsidiaries of the Company not to, without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the date falling six months after the Listing Date (the “**First Six-Month Period**”):

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

- 9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any Shares or other securities of the Company or any shares or other securities of such other member of the Group, as applicable, or any interest therein (including, without limitation, any securities which are convertible into or exchangeable or exercisable for, or represent the right to receive, or any warrants or other rights to purchase, any Shares or any shares or other securities of such other member of the Group, as applicable); or
- 9.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 9.1.1 or 9.1.2 above; or
- 9.1.4 offer to or agree to or contract to or announce, or publicly disclose any intention to enter into or effect any such transaction described in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any such transaction described in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of the Shares or other securities of the Company or shares or other securities of such other member of the Group, as applicable, in cash or otherwise (whether or not the issue of such Shares or other shares or securities will be completed within the First Six-Month Period). In the event that, during the six-month period immediately following the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any such transactions or offers or agrees or contracts to, or announces, or publicly discloses, any intention to, enter into any such transactions, the Company will take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. For the avoidance of doubt, this Clause 9.1 shall not apply to any transfer of the equity securities of any member of the Group to a wholly-owned Subsidiary of the Group or any issue of debt securities by the Company or any other member of the Group, provided that such debt securities are not convertible into equity securities of the Company or any member of the Group.

- 9.2 **Maintenance of public float:** Each of the Company and the Covenantors undertakes to the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and each of them that 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) below the minimum public float requirements specified in the Listing Rules (subject to modification by any waiver granted and not revoked by the Stock Exchange) on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).
- 9.3 **Lock-up on the Covenantors:** Each of the Covenantors agrees and undertakes to the Company, the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that, without the prior written consent of the Sole

Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules:

9.3.1 save for any lending of the Shares by CAIGA Hong Kong pursuant to the Stock Borrowing Agreement, during the First Six-Month Period, it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it, its affiliates and companies controlled by it will not:

- (a) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, hedge, lend, grant or agree to grant or sell any option, warrant, contract or right to purchase or subscribe for, grant, or purchase any option, warrant, contract or right to sell, lend 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 of the share capital or other securities of the Company or any interest therein (including, but not limited to, any securities that are convertible into or exchangeable or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any such capital or securities or any interest therein), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company or any interest therein (including, without limitation, any securities which are convertible into or exchangeable or exercisable for, or represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company); or
- (c) enter into any transaction with the same economic effect as any transaction described in Clause 9.3.1(a) or 9.3.1(b) above; or
- (d) offer to or agree to or contract to or announce, or publicly disclose any intention to enter into or effect any transaction described in Clause 9.3.1(a), (b) or (c) above,

in each case, whether any such transaction described in Clause 9.3.1(a), (b) or (c) above is to be settled by delivery of such Shares or other securities of the Company, in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period);

9.3.2 during the Second Six-Month Period, it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it, its affiliates and companies controlled by it will not, enter

into any transaction described in Clause 9.3.1(a), (b) or (c) above or offer to or agree to or contract to or announce or publicly disclose any intention to enter into or effect any such transaction if, immediately following such transaction or upon the exercise or enforcement of any option right, interest or Encumbrance pursuant to such transaction, it would cease to be a “controlling shareholder” (as defined in the Listing Rules) of the Company;

9.3.3 until the expiry of the Second Six-Month Period, in the event that it enters into any such transactions specified in Clause 9.3.1(a), (b) or (c) above or offers to or agrees to or contracts to or announces or publicly announces any intention to enter into or effect any such transactions, it will take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company; and

9.3.4 at any time after the date of this Agreement up to and including the date falling 12 months after the Listing Date, each of the Covenantors shall, amongst others:

- (a) if and when it pledges or charges any securities or interests in the securities of the Company beneficially owned by it, immediately inform the Company and the Sole Overall Coordinator in writing of such pledge or charge together with the number of securities so pledged or charged; and
- (b) if and when it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged securities or interests in the securities of the Company will be disposed of, immediately inform the Company and the Sole Overall Coordinator in writing of such indications.

The Company agrees and undertakes that upon receiving such information in writing described in Clause 9.3.4(a) or (b) above from any of the Covenantors, it shall, as soon as 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 press announcement.

9.4 Each of the Covenantors undertakes to the Sole Overall Coordinator, the Sole Global Coordinator, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to procure the Company to comply with the undertakings under Clauses 9.1 and 9.2 above.

9.5 The Company agrees to use reasonable endeavours to procure that none of the Directors nor their respective associates will, apply for any of the Offer Shares pursuant to the Global Offering, either directly or indirectly, whether in his/her/its own name or through nominees unless permitted to do so under the Listing Rules.

- 9.6 **Full force:** The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and each of them that it will, and the Covenantors undertake to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and each of them that it shall use its best endeavours to procure the Company to:

- 10.1 **Global Offering:** comply with (and the Company hereby confirms that it has duly complied 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 Listing Rules, the Securities and Futures (Stock Market Listing) Rules, and all requirements of the SEHK, the SFC, and any other applicable Authority in any other applicable jurisdiction in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including, without limitation:

10.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.2 making all necessary Approvals and Filings with the Registrar of Companies in Hong Kong, the SEHK and the SFC;

10.1.3 cooperating with and fully assisting, and procuring the members of the Group, the Covenantors, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountant, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct and the Listing Rules;

10.1.4 giving every assistance, and procuring the members of the Group, the Covenantors, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountant, 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 Sole Overall Coordinator, the Sole Global

Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof) and the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof);

- 10.1.5 making available for inspection on the website of the SEHK at www.hkexnews.hk and the Company's website at <https://cirrusaircraft.com/>, copies of the documents referred to in the sub-section headed "Documents Available on Display" in the section headed "Documents delivered to the Registrar of Companies and available on display" in Appendix V to the Hong Kong Prospectus for the period and at the address stated therein;
- 10.1.6 using its best endeavours to procure that (i) the Hong Kong Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the White Form eIPO Service Provider, and the Receiving Bank Agreement; (ii) none of the terms of the appointments of the Hong Kong Registrar, the White Forms eIPO Service Provider and the Receiving Bank shall be amended without the prior written consent of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters); and (iii) at the request of the Sole Overall Coordinator, the arrangements provided for in the Receiving Bank Agreement, the Registrar Agreement and any agreement between the Company and the White Form eIPO Service Provider be varied and/or supplemented in the manner reasonably requested by the Sole Overall Coordinator in case of unexpectedly high volume of applications under the Hong Kong Public Offering;
- 10.1.7 procuring that none of the Directors or their respective associates (as defined in the Listing Rules) will himself or themselves (or through a company controlled by him or them), apply to purchase the Hong Kong Offer Shares either in his or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 procuring that none of the Company, any member of the Group and/or the Covenantors, and/or any of their respective directors, officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly

available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;

- 10.1.9 without prejudice to Clause 10.1.7, (i) using its best endeavours to procure that no connected person (as defined in the Listing Rules) or shareholders of the Company will itself (or through a company controlled by it), apply to purchase the Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or pursuant to a waiver from strict compliance with the relevant Listing Rules granted by the SEHK, (ii) not directly or indirectly, and use its best endeavours to procure that none of its connected persons (as defined in the Listing Rules) and shareholders of the Company shall, induce, fund, or finance, or make or enter into, make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares unless permitted to do so under the Listing Rules and having obtained confirmation to that effect; and (iii) make due and careful enquiries as to whether there is any such application, and if the Company becomes aware of any application or indication of interest for the Hong Kong Offer Shares by any connected person, shareholders of the Company, controlled company or nominee, it shall forthwith notify the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters);
 - 10.1.10 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”, and it shall inform the Sole Overall Coordinator if there is any material modification to the use of proceeds within one year following the Listing Date;
 - 10.1.11 following the Global Offering, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares;
 - 10.1.12 complying with the Listing Rules in relation to any supplemental listing documents that may have to be issued in respect of the Global Offering; and
 - 10.1.13 providing to the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) 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 the Listing Date and as the Sole Overall Coordinator may reasonably require;
- 10.2 **Information:** provide to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI 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 otherwise as may be reasonably required by the Sole Sponsor or the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in connection with the Hong Kong Public Offering or the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK, the SFC or of any other relevant Authority);

- 10.3 **Receiving Bank, Nominee and Hong Kong Registrar and White Form eIPO Service Provider:** use its best endeavours to procure that each of the Receiving Bank, the Nominee and the Hong Kong Registrar and the White Form eIPO Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;
- 10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.4.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading;
 - 10.4.2 enter into any commitment or arrangement which in the reasonable opinion of the Sole Overall Coordinator has or will or may have a material adverse effect on the Global Offering;
 - 10.4.3 take any steps which, in the reasonable opinion of the Sole Overall Coordinator, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Hong Kong Prospectus;
 - 10.4.4 amend any of the terms of the appointments of the Hong Kong Registrar, the Receiving Bank and the Nominee and the White Form eIPO Service Provider without the prior written consent of the Sole Overall Coordinator; and
 - 10.4.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend the Memorandum and Articles of Association save as allowing the Memorandum and Articles of Association that have been conditionally adopted by the Company to become effective upon Listing, as described in the Hong Kong Prospectus, or as requested by the SEHK or other Authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules;
- 10.5 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action and will not omit to do any act or thing that could jeopardise the listing status of the Shares on the SEHK and comply with the

Listing Rules and all requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Code on Takeovers and Mergers) for the Company becoming unconditional;

10.6 **Legal and regulatory compliance:** comply with (and the Company hereby confirms that it has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the SEHK, the SFC and any other Authority) including, without limitation:

10.6.1 submitting to the SEHK on FINI as soon as practicable the declaration substantially in the form set out in Form F (published in the “Regulatory Forms” section of the SEHK’s website from time to time), duly signed by a Director and the Company Secretary of the Company in the form of a scanned copy of the duly completed and signed form;

10.6.2 procuring that the audited accounts of the Company for the financial year ended December 31, 2023 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 Accountant set out in Appendix I to the Hong Kong Prospectus;

10.6.3 complying with the Listing Rules 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 F1 to the Listing Rules;

10.6.4 complying with and procuring the Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, 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 Rules as soon as it becomes known to the Company and its directors;

10.6.5 complying with the Listing Rules or other requirements of the SEHK or any other applicable Law to announce and disseminate to the public, under certain circumstances, information affecting the financial information contained in the Hong Kong Prospectus and any information required by the SEHK, the SFC or any other applicable Laws to be announced and disseminated to the public, provided that no such announcement shall be issued by the Company without having been submitted to the Sole Sponsor and the Sole Overall Coordinator for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any Law applicable to it;

- 10.6.6 keeping the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) informed of any material change to the information previously given to the Stock Exchange, the SFC or of any other relevant Authority, and to enable the Sole Sponsor and the Sole Overall Coordinator for itself and on behalf of the Underwriters) to provide (or procuring their provision) to the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the Stock Exchange, the SFC or any such relevant Authority may require;
- 10.6.7 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;
- 10.6.8 providing to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) 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 and the Sole Overall Coordinator may reasonably require;
- 10.6.9 using its best endeavours to provide to or procure for the Sole Overall Coordinator all necessary consents to the provision of the information referred to in Clauses 10.1 and 10.6 to them;
- 10.6.10 complying, cooperating and assisting with record-keeping obligations of the Company, the Sole Overall Coordinator and the CMI under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Sole Overall Coordinator;
- 10.6.11 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 using its best endeavours to procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.12 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 10.6.13 complying with the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;
- 10.6.14 paying any tax, duty, levy, fee or other charge or expenses which may be payable by the Company in the Cayman Islands, Hong Kong or elsewhere, in connection with the creation, allotment, issue, sale or

transfer of the Offer Shares, the Global Offering or the execution and delivery of, or the performance of any of the provisions under, this Agreement;

- 10.6.15 for so long as the Shares are outstanding, filing with, or otherwise furnishing to, the SEHK, the SFC and any other relevant Authority in Hong Kong, the Cayman Islands, and the PRC (where applicable), such relevant reports, documents, agreements and other information which may from time to time be required by applicable Laws;
 - 10.6.16 maintaining the appointment of a compliance advisor as required by the Listing Rules; and
 - 10.6.17 continuously reviewing the rectification measures taken by the Group in relation to the investigation, inspection, audit and review by any Authority to which the Company is subject or submits, to ensure that they are effective to prevent re-occurrence of the errors and non-compliance as exposed in the above investigation, inspection, audit and review;
- 10.7 **Internal controls:** establish, operate and maintain sufficient and effective internal control systems and procedures to ensure compliance with all applicable Laws and ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been, are being or will as soon as practicable 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 its board of Directors with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Controls Consultant in its internal controls report;
- 10.8 **Significant changes:** as soon as practicable provide full particulars thereof to the Sole Sponsor and the Sole Overall Coordinator if, at any time up to or on the date falling 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:
- 10.8.1 inform the SEHK and the SFC of such change or matter if so required by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters and the CMIs;
 - 10.8.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK and/or the SFC or reasonably required by the Sole Sponsor or the Sole Overall

Coordinator and in a form approved by the Sole Sponsor and the Sole Overall Coordinator (such approval not to be unreasonably withheld or delayed), deliver such documentation through the Sole Sponsor to the SEHK and/or the SFC for approval and publish such documentation in such manner as the SEHK and/or the SFC or the Sole Sponsor or the Sole Overall Coordinator may require;

- 10.8.3 at its expense, make all necessary announcements on the SEHK's website to avoid a false market being created in the Offer Shares; and
- 10.8.4 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 and the Sole Overall Coordinator,

and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules;

- 10.9 **Sanctions laws and regulations:** so long as the Shares are listed on the SEHK, not, and will cause any of its Subsidiaries and its and its Subsidiaries' respective directors and officers acting on behalf of any of them, and will use its best endeavours to cause any of its affiliates, agents and any person acting on behalf of any of them not to, (i) undertake any future business that would cause the Group, the SEHK, the HKSCC, HKSCC Nominees Limited, the shareholders of the Company and the investors of the Company to violate any of the Sanctions Laws and Regulations, or (ii) enter into any transaction that, at the time of entry into such transaction, is prohibited by applicable Sanctions Laws and Regulations;
- 10.10 **Use of proceeds:** not, directly or indirectly, use the proceeds of the Global Offering hereunder or other funds raised through the SEHK, or lend, contribute or otherwise make available such proceeds:
 - 10.10.1 to finance or facilitate, directly or indirectly, any projects or businesses in the Comprehensively Sanctioned Countries or with persons located in other countries who are subject to the Sanctions Laws and Regulations; or
 - 10.10.2 to pay any damages for terminating or transferring contracts relating to sanctioned countries or persons subject to sanctions (if any), to the extent that the Company is a party to such contracts in the future (whether by reason of a change in the Sanctions Laws and Regulations or otherwise) in any manner that will result in a violation of the Sanctions Laws and Regulations; or
 - 10.10.3 in any other manner that will result in a violation of the Sanctions Laws and Regulations by any person (including but not limited to the SEHK, the HKSCC, HKSCC Nominees Limited, the shareholders of

the Company, the investors of the Company, the Hong Kong Underwriters, the International Underwriters and any other person participating in the Global Offering, whether as underwriter, advisor, investor or otherwise); and

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

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

11 TERMINATION

- 11.1 **Termination events:** If any of the events set out below shall occur at any time prior to 8:00 a.m. on the Listing Date, the Sole Overall Coordinator (for itself and on behalf of the other Hong Kong Underwriters) in its sole and absolute discretion may, by giving a written notice to the Company, terminate this Agreement with immediate effect:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any event or series of events or circumstances in the nature of force majeure (including, without limitation, any acts of government, paralysis in government operations, declaration of a regional, national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks of diseases or its escalation, mutation, or aggravation (including, without limitation, COVID-19, Severe Acute Respiratory Syndrome (SARS), swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) and such related/mutated forms), accidents or prolonged interruption or delay in transportation, economic sanctions, strikes, labour disputes, lock-outs, fire, explosion, flooding, earthquake, volcanic eruption, civil commotion, riots, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed)) in or affecting directly or indirectly Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), the Cayman Islands or any other jurisdiction relevant to any member of the Group or the Global Offering (collectively, the “**Relevant Jurisdictions**”);
- (b) any change or development involving a prospective change, or any event or circumstance or series of events or circumstances resulting or likely to result in or representing any change or development involving a prospective change, in or affecting any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory,

currency, credit or market matters or conditions, equity securities or taxation or currency rates or foreign exchange regulations or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, a change in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets or a change in the system under which the value of the Hong Kong dollar is linked to the U.S. dollar or the Renminbi is linked to any foreign currency or currencies or devaluation of Hong Kong dollar or Renminbi against any foreign currencies or a change in any other currency exchange rates or the implementation of any exchange control), in or affecting any of the Relevant Jurisdictions;

- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Singapore Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange;
- (d) any general moratorium on commercial banking activities in or affecting Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), New York (imposed at the U.S. Federal or New York State level or by any other competent Authority), London, the PRC, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of those places or jurisdictions;
- (e) any new law or regulation or any change or development involving a prospective change in existing laws or regulations or any event or circumstances likely to result in a change or development involving a prospective change in (or in the interpretation or application thereof by any court or governmental authority of) existing law or regulations, in each case, in or affecting any of the Relevant Jurisdictions;
- (f) the imposition of economic sanctions, or the withdrawal of trading privileges, in whatever form, directly or indirectly, by, or for, any of the Relevant Jurisdictions;
- (g) any change or development involving a prospective change or amendment in or affecting Taxation or foreign exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar, United States dollar or

RMB 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 RMB is linked to any foreign currency or currencies), or the implementation of any exchange control, in or affecting any of the Relevant Jurisdictions or affecting an investment in the Offer Shares;

- (h) any contravention by the Company, any member of the Group, or any Director of any Law or the Listing Rules;
- (i) the issue or requirement to issue by the Company of a supplement or amendment to the Hong Kong Prospectus or other documents in connection with the offer and sale of the Shares pursuant to the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC;
- (j) 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;
- (k) any valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (l) any change or prospective change or development, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in the Hong Kong Prospectus,

which, individually or in the aggregate, in the sole and absolute opinion of the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), (1) has or will have or may have a material adverse effect on the assets, liabilities, business, general affairs, management, shareholder’s equity, profits, losses, prospects, results of operations, financial, operational or trading position or condition or performance, of the Group as a whole, or (2) has or will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of applications or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering, or (3) makes or will make or may make it inadvisable, impracticable or incapable for the Hong Kong Public Offering and/or the International 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 may have the effect of making any material part of this Agreement (including underwriting), the Hong Kong Public Offering or the International Offering incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Sole Overall Coordinator:

- (a) that any statement contained in the Hong Kong Prospectus, the Formal Notice and/or 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 Hong Kong Public Offering (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete in any material respect or misleading, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents is not fair and honest and based on reasonable grounds or reasonable assumptions;
- (b) non-compliance of the Hong Kong Prospectus (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares), or any aspect of the Global Offering with the Listing Rules, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance or any other applicable Laws;
- (c) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or material misstatement in, the Hong Kong Prospectus, the Formal Notice and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto);
- (d) any material breach of any of the obligations imposed upon any party to this Agreement or the International Underwriting Agreement (other than upon any of the Sole Overall Coordinator or the Underwriters);
- (e) any event, act or omission which gives or is likely to give rise to any liability of any of the Warrantors (as applicable) pursuant

to the indemnities given by any of them under this Agreement or the International Underwriting Agreement, as applicable;

- (f) that there is any Material Adverse Change;
- (g) any breach of, or any event or circumstance rendering untrue, inaccurate or incorrect or misleading in any material respect, any of the Warranties given by any of the Warrantors (as applicable) in this Agreement or the International Underwriting Agreement, as applicable;
- (h) the chairman, the chief executive officer, any other Directors or other member of senior management of the Company vacating his or her office;
- (i) any Director or member of senior management of the Company being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company or the commencement by any Authority, governmental, political, regulatory body or organization in any relevant jurisdictions of any investigation or other action against any Director or member of senior management or any director of any Subsidiary in his or her capacity as such, the chairman of the Company or any member of the Group or an announcement by any Authority, governmental, political, regulatory body or organization in any relevant jurisdictions that it intends to investigate or take any such action;
- (j) a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including the Option Shares and the Offer Size Adjustment Option Shares) pursuant to the terms of the Global Offering;
- (k) that the approval by or agreement to approve by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including the additional Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld;
- (l) any of the Reporting Accountant, the Industry Consultant or any of the counsels or experts has withdrawn its respective consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case

may be) and references to its name included in the form and context in which it respectively appears;

- (m) that the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;
- (n) any litigation, dispute, legal action or claim or regulatory investigation or action being threatened, instigated or announced by any third party against any member of the Group or any Director of the Company in his or her capacity as such;
- (o) that a significant portion of the orders in the bookbuilding process at the time when the International Underwriting Agreement is entered into, or the investment commitments by any corporate or cornerstone investors after signing of the agreements with such corporate or cornerstone investors, have been withdrawn, terminated, cancelled or otherwise not fulfilled; or
- (p) any order or petition for the winding-up or liquidation of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurring in respect of any member of the Group.

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

- 11.2.1 subject to Clause 11.2.2 below and save for any antecedent breach, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 16 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 practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.11 and/or by the Sole Overall Coordinator pursuant to Clause 4.12 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall use its best endeavours to procure that the Hong Kong Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement) ; and

11.2.3 the Company shall in accordance with the payment terms within the relevant engagement letter or, if not specified, as soon as practicable pay to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMI's all costs, expenses, fees, charges and Taxation set out in Clauses 6.2 and 6.3 and the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMI's may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such (or any part of such) payments.

12 INDEMNITY

12.1 **Indemnity:** Each of the Warrantors (each a “**Indemnifying Party**”) jointly and severally undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's (which, for the avoidance of doubt, include both syndicate CMI's and non-syndicate CMI's as defined in the Code of Conduct) and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties (as defined below)) to indemnify, hold harmless and keep fully and effectively indemnified (on an after-Taxation basis), on demand, to the fullest extent permitted by applicable Laws each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses and Taxation (including, without limitation, stamp duty and any penalties and/or interest arising in respect of any Taxation) (collectively, “**Losses**” and individually, a “**Loss**”) whether or not any Loss is suffered or incurred or arises in respect of circumstances or events existing or occurring before, on or after the date of this Agreement and regardless of the jurisdiction in which such Loss is suffered or incurred which, jointly or severally, any such Indemnified Party may suffer or incur, and all actions, writs, suits, proceedings (including, without limitation, any investigation or inquiry by or before any Authority) and claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgement and awards (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which, jointly or severally, may be brought, made, alleged or threatened to be brought or made against any such Indemnified Party, from time to time (including, without limitation, all payments, costs, charges, fees and expenses made or incurred or arising out of or in connection with the investigation, dispute, 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) (with such amount of indemnity to be paid to each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's to cover all the Proceedings against and Losses incurred by such party and its related parties), 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 AP, the PHIP and any notices,

announcements, advertisements, communications, or other documents, or any offering material whatsoever issued by or on behalf of the Company in connection with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters, the CMIs or any of them); or

12.1.2 any of the Offering Documents or the AP or PHIP or any notices, announcements, advertisements, communications, or other documents, or any offering material whatsoever relating to or connected with the Company or the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Underwriters, the CMIs or any of them), containing any untrue or inaccurate or alleged untrue or inaccurate statement of a material fact, or omitting or being alleged to have omitted 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 information as investors and their professional advisers would require and 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 being or alleged to be defamatory of any person or any jurisdiction, or not containing any information material in the context of the Global Offering whether required by law or not, other than (a) the name, logo and address of each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, and (b) the name and qualification of the Sole Sponsor under the section headed “Statutory and General Information” in Appendix IV to the Hong Kong Prospectus furnished by it to the Company; or

12.1.3 any of the letters, filings, correspondences, communications, documents, responses, undertakings and/or submissions in any form made to the CSRC 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 Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of material 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

- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation (including any forwarding-looking statement) contained in any of the Offering Documents, or the AP, the PHIP or any notices, announcements, advertisements, communications, or other documents or any offering material whatsoever relating to or connected with the Group or any member thereof or the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's or any of them), being or alleged to be untrue, incomplete or inaccurate in any material respect or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of any information necessary in order to make it not misleading; or
- 12.1.5 the offer, allotment, issue, sale, delivery, transfer or distribution of the Offer Shares; or
- 12.1.6 any breach or alleged breach on the part of the Warrantors of any of the provisions of this Agreement, the Memorandum and Articles of Association, the Price Determination Agreement or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party or an action or omission of the Company or any of its respective subsidiaries, directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Memorandum and Articles of Association or the International Underwriting Agreement or the Price Determination Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 12.1.7 any of the Warranties being untrue, inaccurate or incorrect or misleading or having been breached in any respect or being alleged to be untrue, inaccurate, incorrect or misleading or alleged to have been breached in any respect; or
- 12.1.8 the performance or carrying out by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMI's or any of them of their or its obligations and roles or any other actions or activities under or referred to in this Agreement or the Offering Documents or otherwise in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a sponsor-overall coordinator, an overall coordinator, a capital market intermediary or otherwise, as applicable; or
- 12.1.9 any act or omission of any member of the Group or the Covenantors in relation to the Global Offering; or

- 12.1.10 the Global Offering or any of the Offering Documents failing or being alleged to fail to comply with the requirements of the Listing Rules, the Securities and Futures (Stock Market Listing) Rules (Chapter 571V of the Laws of Hong Kong), the Companies (Winding Up and Miscellaneous Provisions) Ordinance, or any applicable Law or requirements of the CSRC, or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering, other than as a result of a breach of undertakings hereof by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs or any of them; or
- 12.1.11 any failure or alleged failure by any of the Directors to comply with their respective obligations under the Listing Rules or under applicable Laws or any Director being charged with an offence or prohibited by operation of law or otherwise disqualified from taking part in management of the Company, or the commencement by any government authority of public action, investigation or proceedings against a Director or an announcement by any such authority that it intends to take any such action, which is or will be materially adverse to, or materially and prejudicially affect, the business or financial or trading position or prospects of the Group taken as a whole; or
- 12.1.12 any breach or alleged breach by the Company or any other member of the Group or the Covenantors of applicable Laws or the Listing Rules in connection with the Global Offering; or
- 12.1.13 any Proceeding by or before any Authority having commenced or been threatened which is or will be materially adverse to, or materially and prejudicially affect the business or financial or trading position or prospects of the Group taken as a whole, or any settlement of any such Proceeding; or
- 12.1.14 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents or offering material whatsoever issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs 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 and the Price Determination Agreement; or
- 12.1.15 any litigation or other proceedings being instigated against the Company which is or will be materially adverse to, or materially and prejudicially affect, the business or financial or trading position or prospects of the Company and its subsidiaries as a whole; or

12.1.16 any other matter arising in connection with the Global Offering,

Provided, however, that the indemnity provided for in Clause 12.1.8 shall not apply in respect of any Indemnified Party to the extent where any such Proceeding made against, or any such Loss suffered by, such Indemnified Party is finally judicially determined by a court of competent jurisdiction or finally determined by a properly constituted arbitral panel (as the case may be) to have arisen solely and directly out of any fraud, dishonesty, gross negligence or wilful default on the part of such Indemnified Party. The non-application of the indemnity provided for in this Clause in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties, and any settlement or compromise of or consent to the entry of judgment with respect to any Proceeding or Loss by any of the Indemnified Parties shall not affect the application of such indemnity or any right, claim, action or demand any of the Indemnified Parties may have or make against the Indemnifying Party under this Clause 12 or otherwise under this Agreement in respect of any other Indemnified Parties. As used herein, “**Indemnified Parties**” mean the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator and the Hong Kong Underwriters, the CMI, their respective subsidiaries, branches, associates and affiliates, their respective delegates referred to in Clause 3.9, their respective directors, officers, employees and agents and all directors, officers, employees and agents of their respective subsidiaries, branches, associates and affiliates, and “**Indemnified Party**” means any one of them.

12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale, delivery or distribution of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, unless and to the extent that they are finally judicially determined by a court of competent jurisdiction to have arisen out of or in connection with fraud, gross negligence or wilful default on the part of the relevant Indemnified Party.

12.3 **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, notify the Indemnifying Party as soon as possible 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 prior written consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Sole Overall 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 Overall Coordinator (for itself and on behalf of such Indemnified Parties) shall have the right to appoint its own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that such Indemnifying Party shall not be liable for the fees and expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings).

12.4 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect any settlement or compromise of, or consent to the entry of any judgment with respect to, any commenced, pending or threatened Proceeding or any claim whatsoever in respect of which any Indemnified Party is or could be or could have been a party whether or not the Indemnified Parties are actual or potential parties to the Proceeding and indemnity 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. 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.

12.5 **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:

- 12.5.1 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; and
 - 12.5.2 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
 - 12.5.3 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.
- 12.6 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.7 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within twenty Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.8 **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 any Law. If an Indemnifying Party makes a deduction 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.
- 12.9 **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.

- 12.10 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 12 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.
- 12.11 **Notice:** If any Indemnifying Party becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 12.1, it shall as soon as practicable give notice thereof to the other parties in writing with reasonable details thereof.
- 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 or rescission 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 despatched by the Company (or by any of the Directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) (such approval shall not be unreasonably withheld or delayed) except in the event and to the extent that any such announcement is required by applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof. The Company further undertakes to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's that it will in good time prior to any announcement discuss with the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company, or any other member of the Group, within 12 months following the Hong Kong Prospectus Date which would conflict in any material respect with any statement in any of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular and the AP and PHIP, or contains any material or price sensitive new information with respect to any member of the Group.
- 13.2 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as any of the Sole Sponsor or the Sole Overall Coordinator still remains as sponsor or adviser to the Company, the termination of this Agreement.

14 NOTICES

14.1 **Language:** All notices or other communication delivered hereunder shall be in writing (other than writing on the screen of a visual display unit or other similar device which shall not be treated as writing for the purpose of this Clause 14) except as otherwise provided in this Agreement and shall be in the English language.

14.2 **Time of notice:** Any such notice shall be served either personally or by sending it by express mail or by facsimile machine or by electronic mail. Any such notice or other communication shall be addressed as provided in Clause 14.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

14.2.4 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and

14.2.5 if sent by electronic mail, when delivered, provided no non-delivery message is received by the sender within 24 hours after the despatch of such email.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

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

If to the Company, to:

Address : 4515 Taylor Circle, Duluth, Minnesota, 55811, United States
Email : dmumford@cirrusaircraft.com
Attention : Dan Mumford

If to CAIGA, to:

Address : Bld201,999 Jinwan Middle Rd, Zhuhai City, Guangdong Province, PRC
Email : wangqiang@caiga.cn
Attention : Qiang Wang (王强)

If to CAIGA Hong Kong, to:

Address : 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
Email : wangqiang@caiga.cn
Attention : Qiang Wang (王强)

If to CICC, to:

Address : 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email : IB_apollo2023@cicc.com.cn
Fax : 010-65051166
Attention : Project Apollo2023 Team

If to any of the Hong Kong Underwriters, to the relevant addressee, address, email address 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 1**.

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

- 14.4.1 the date specified in the notification as the date on which the change is to take place; or
- 14.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

15 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

15.1 **Governing law:** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

15.2 **Arbitration:** Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or 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 in force when the Notice of Arbitration is submitted (the “**Rules**”). The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three to be appointed in accordance with the Rules. The arbitration proceedings shall be conducted in English. For the avoidance of doubt, this Clause 15.2 shall be governed by and construed in accordance with the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to

this Clause 15.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause 15.2. The decision and award of the arbitral tribunal shall be final and binding and shall be enforceable in any court of competent jurisdiction.

- 15.3 **Court proceedings:** Notwithstanding Clause 15.2, each of the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Hong Kong Underwriters and the CMI's shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings in any court of competent jurisdiction, to join the Company and/or the Covenantors as a party to those proceedings or otherwise pursue claims against the Company and/or the Covenantors in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If proceedings in any court are commenced against the Company and/or the Covenantors, or the Company and/or the Covenantors is joined to proceedings in any court, in accordance with this Clause 15.3 (“**Prior Proceedings**”), no arbitration shall be commenced or continued by any party under Clause 15.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Prior Proceedings until the Prior Proceedings have been finally determined. The taking of proceedings in the courts of any one or more jurisdictions under this Clause 15.3 shall not preclude the taking of proceedings in the courts of any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.
- 15.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 15.2 and the non-exclusive jurisdiction of any court of competent jurisdiction in which proceedings are taken under Clause 15.2 or 15.3 in relation to a dispute. The submission to jurisdiction pursuant to this Clause 15.4 shall not (and shall not be construed so as to) limit the right of the Sole Overall Coordinator and the Hong Kong Underwriters or any of them to commence any proceeding against any other party in whatsoever jurisdictions shall to it seem fit nor shall the taking of any proceeding in any one or more jurisdictions preclude the taking of any proceeding in any other jurisdiction, whether concurrently or not.
- 15.5 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of forum non conveniens or otherwise) which it may now or hereafter have to the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 15.2 and to any court of competent jurisdiction in which proceedings may be brought in relation to or in support of such arbitration and further irrevocably agrees that a judgment or order in any proceedings brought in any such court or an award of such arbitral tribunal shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

- 15.6 **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 14. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.
- 15.7 **Process agent:** Notwithstanding Clause 15.6, CAIGA irrevocably appoints CAIGA Hong Kong of 14th Floor, One Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong as its authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon CAIGA 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 CAIGA, CAIGA shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Sole Overall Coordinator and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Sole Overall Coordinator shall be entitled to appoint such new agent for and on behalf of CAIGA, and such appointment shall be effective upon the giving notice of such appointment to CAIGA.

Where proceedings are taken against the Company and/or the Covenantors in the courts of any jurisdiction other than Hong Kong pursuant to Clause 15.2 and 15.3, upon being given notice in writing of such proceedings, the Company and/or the Covenantors shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Sole Overall Coordinator and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Sole Overall Coordinator shall be entitled to appoint such agent for and on behalf of the Company and/or the Covenantors, and such appointment shall be effective upon the giving notice of such appointment to the Company and/or the Covenantors.

Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

- 15.8 **Waiver of immunity:** To the extent that any Warrantor may in any proceedings in any jurisdiction arising out of or in connection with this Agreement or in any proceedings in any jurisdiction taken for the enforcement of any determination, decision, order or award made in such proceedings claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from suit or other legal process (including, without limitation, arbitration proceedings) and all forms of execution, attachment or enforcement or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each Warrantor hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.
- 15.9 **Survival:** The right and obligation of the parties to settle disputes pursuant to this Clause 15 shall survive the termination or cancellation of this Agreement.

16 GENERAL PROVISIONS

- 16.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 16.2 **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.
- 16.3 **Assignment:** Each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs 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 such Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, Hong Kong Underwriter, CMI or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 16.4 **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, the Company 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 Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, 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).

- 16.5 **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).
- 16.6 **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.
- 16.7 **Entire agreement:** This Agreement, in the case of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the CMIs, together with the respective engagement letter between the Company and each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the CMIs (only in their respective capacity as Sole Sponsor, Sole Overall Coordinator, Sole Global Coordinator, a Joint Bookrunner, a Joint Lead Manager, a Hong Kong Underwriter, and a CMI), constitutes the entire agreement between the Company, the Covenantors, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the CMIs relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement, except with respect to the matters dealt with in the Agreement among Hong Kong Underwriters as between the Hong Kong Underwriters and the engagement letter between the Company and the Sole Sponsor only (“**Pre-contractual Statements**”). Each party hereto acknowledges that in entering into this Agreement on the terms set out in this Agreement it is not relying upon any Pre-contractual Statement which is not expressly set out herein or the documents referred to herein. No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such Pre-contractual Statement is repeated in this Agreement or the documents referred to herein. If any terms herein are inconsistent with that of the respective engagement letter between the Company and each of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, and the CMIs, the terms in this Agreement shall prevail.
- 16.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 16.9 **Counterparts:** This Agreement may be executed in any number of counterparts, and by each party on separate counterparts, but shall not be effective until each

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

- 16.10 **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, 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 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.
- 16.10.1 If for the purposes of obtaining judgment in any court by any party (for the purposes of this Clause 16, the Claiming Party) it is necessary to convert a sum due hereunder into any currency other than Hong Kong dollars, the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures such Claiming Party could purchase Hong Kong dollars with such other currency in Hong Kong on the Business Day preceding that on which final judgment is given.
- 16.10.2 The obligation of any party in respect of any sum due from such party (for the purposes of this Clause 16, the Obligor) to any Claiming Party shall, notwithstanding any judgment in a currency other than Hong Kong dollars, not be discharged until the first Business Day following receipt by such Claiming Party of any sum adjudged to be so due in such other currency, on which (and only to the extent that) such Claiming Party may in accordance with normal banking procedures purchase Hong Kong dollars with such other currency.
- 16.10.3 If the Hong Kong dollars purchased pursuant to this Clause 16 are less than the sum originally due to the Claiming Party, such Obligor agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Claiming Party against such loss.
- 16.11 **Taxation:** All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes unless such withholding or deduction is required under applicable Law. If any Taxes are required by Laws to be deducted or

withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the Hong Kong Underwriters, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor or the CMIs, as applicable. If a Hong Kong Underwriter, the Sole Overall Coordinator, the Sole Global Coordinator, a Joint Bookrunner, a Joint Lead Manager, the Sole Sponsor, or a CMI is required by any Authority to pay any Taxes as a result of this Agreement (other than profits or income Tax imposed in the ordinary course of its respective business), the Company will pay an additional amount to such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI so that the full amount of such payments as agreed in this Agreement to be paid to such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI is received by such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI and will further, if requested by such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI use commercially reasonable efforts to give such assistance as such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI may reasonably request to assist such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI reasonably request, promptly making available to such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI notices received from any Authority and, subject to the receipt of funds from such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI, by making payment of such funds on behalf of such Hong Kong Underwriter, Sole Overall Coordinator, Sole Global Coordinator, Joint Bookrunner, Joint Lead Manager, Sole Sponsor or CMI to the relevant Authority in settlement of such Taxes.

- 16.12 **Authority to the Sole Overall Coordinator:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Sole Overall Coordinator) hereby authorises the Sole Overall Coordinator to act on behalf of all the Hong Kong Underwriters in their 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 authorises the Sole Overall Coordinator in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 16.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Sole Sponsor, the Sole Overall Coordinator, any Underwriter or CMI 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 the Sole Sponsor, the Sole Overall Coordinator, each Underwriter or CMI. Any certificate signed by any officer of the Covenantors and delivered to the Sole Sponsor, the Sole Overall Coordinator, any Underwriter or CMI or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that Covenantors, as to matters covered thereby, to the Sole Sponsor, the Sole Overall Coordinator, each Underwriter or CMI.

16.14 **Survival:** The provisions in this Clause 16 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.

16.15 **Warrantors to give full effect to this Agreement:** Each of the Company and the Covenantors shall from time to time after the date hereof as and when reasonably requested by any of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator and the Hong Kong Underwriters do or procure the doing of such acts and/or execute or procure the execution of all such assignments, assurances, acts and things as they may reasonably require to give full effect to this Agreement and to give such other party the full benefit of this Agreement.

16.16 **Binding Force of the Agreement:** This Agreement shall be binding on, and enure for the benefit of, the parties and their respective successors, personal representatives and permitted assigns.

16.17 **Contracts (Rights of Third Parties) Ordinance:** 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, and to the extent otherwise set out in this Clause 16.17:

16.17.1 Indemnified Parties may enforce and rely on Clause 12 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 16.3 may enforce and rely on this Agreement as if it were a party.

16.17.2 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 16.17.

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

SIGNED by **YANG LEI**
for and on behalf of
CIRRUS AIRCRAFT LIMITED
西銳飛機有限公司

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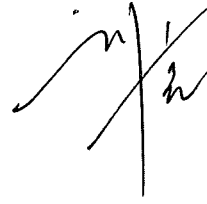
SIGNED by YANG LEI
for and on behalf of
CHINA AVIATION INDUSTRY GENERAL
AIRCRAFT CO., LTD.
中航通用飞机有限责任公司

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)
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和信

SIGNED by LIU LIANG
for and on behalf of
CAIGA (HONG KONG) LIMITED
中航通飞香港有限公司

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)

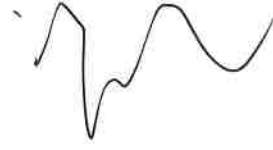
A handwritten signature in black ink, consisting of a stylized, cursive script that appears to read 'LIU LIANG'.

SIGNED by JIA XU
for and on behalf of
**CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED**

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)

A handwritten signature in black ink, appearing to be 'JIA XU', written in a cursive style.

SIGNED by JIA XU)
for and on behalf of)
CHINA INTERNATIONAL CAPITAL)
CORPORATION HONG KONG)
SECURITIES LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))



**SCHEDULE 1
THE HONG KONG UNDERWRITERS**

<u>Hong Kong Underwriter</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>
CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED Address: 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Email: IB_apollo2023@cicc.com.cn Fax: 010-65051166 Attention: Project Apollo2023 Team	See below
ABCI SECURITIES COMPANY LIMITED 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: ABCI ECM	See below
AVICT GLOBAL ASSET MANAGEMENT LIMITED Address: Units 6703–06A, Level 67, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong Email: day006@avic.com Fax: +852 35896555 Attention: Da Yang	See below
BOCI ASIA LIMITED Address: 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong Email: Project.Apollo2023@bocigroup.com Fax: +852 2973 6309 Attention: BOCI IBD	See below
CHINA GALAXY INTERNATIONAL SECURITIES (HONG KONG) CO., LIMITED Address: 20/F Wing On Centre, 111 Connaught Road Central, Hong Kong Email: ecm@chinastock.com.hk Fax: +852 3698 6386	See below

Attention: Jason Chan (+852 3698-6333) / Amy Hsu (+852 3698-6857) / Christy Lam (+852 3698-6805) / Vivi Zeng (+852 3698-6713)

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED See below

Address: 48/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong

Email: projectapollo2024ecm@cmschina.com.hk

Fax: +852 2537 7983

Attention: Project Apollo ECM Team

CMB INTERNATIONAL CAPITAL LIMITED See below

Address: 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong

Email: ProjectApollo2023@cmbi.com.hk /

ECMs@cmbi.com.hk

Fax: +852 3900 0865

Attention: Project Apollo 2023 Team

FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED See below

Address: 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong

Email: project.Apollo@futu.hk

Fax: 2523 6588

Attention: Tse Chi Kin, Daniel 謝志堅

GUOSEN SECURITIES (HK) CAPITAL COMPANY LIMITED See below

Address: Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong

Email: ecm@guosen.com.hk

Fax: +852 2899 7240

Attention: Crystal Li (2899 6774)

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED See below

Address: 62/F., The Center, 99 Queen's Road, Central, Hong Kong

Email: ProjectApollo2024@htsc.com

Fax: +852 3658 6000

Attention: Project Apollo Team

ICBC INTERNATIONAL SECURITIES LIMITED See below

Address: 37/F, ICBC Tower, 3 Garden Road, Hong Kong

Email: project_apollo23@icbci.icbc.com.cn

Fax: +852 2683-3340

Attention: ICBCI ECM Team

TIGER BROKERS (HK) GLOBAL LIMITED

See below

Address: 1/F, No. 308 Des Voeux Road Central, Sheung
Wan, Hong Kong
Email: john.chan@tigerbrokers.com.hk
Fax: +852 3010 8782
Attention: John Chan

The Hong Kong Public Offering Underwriting Commitment of the Hong Kong Underwriters referred to in the table above shall be determined in the manner set out below:

$$A = B/C \times [5,487,600 + D]$$

Where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 5,487,600 if the Offer Size Adjustment Option is not exercised, and (iii) the number of Hong Kong Offer Shares 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 Share (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or its affiliate has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement;

“C” is the aggregate number of the Firm Shares which all of the Hong Kong Underwriters or their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“D” is the number of the Offer Size Adjustment Option Shares under the Hong Kong Public Offering upon exercise of the Offer Size Adjustment Option by the Company on or before the Price Determination Date.

SCHEDULE 2
THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

1 Accuracy of information

- 1.1 All information and confirmations disclosed or made available in writing or orally 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 any of their respective directors, officers, employees, affiliates, advisers or agents (as applicable) to the SEHK, the SFC, any applicable Authority, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the CMI's (which, for the avoidance of doubt, include both syndicate CMI's and non-syndicate CMI's as defined in the Code of Conduct), the Reporting Accountant, the Internal Controls Consultant, the Industry Consultant, and/or the legal and other professional advisers for the Company, the Underwriters, the Sole Overall Coordinator or the CMI's for the purposes of the Global Offering and/or the Listing (including, without limitation, the Company's back to back confirmation provided to the Sponsor for the purpose of the A1 listing application, the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date of this Agreement), the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sole Overall Coordinator and the CMI's of their respective obligations as sponsor, overall coordinator and/or syndicate capital market intermediaries under the Listing Rules and the Code of Conduct (as the case may be), and the responses to queries and comments raised by the SEHK, the SFC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or otherwise notified to the SEHK, the SFC or any applicable Authority, as applicable, remains complete, true and accurate in all material respects and not misleading. There is no other information which has not been provided, the result of which would make the information so disclosed or made available misleading in any material respect.
- 1.2 None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make such statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.3 All statements or expressions of opinion or intention or forward-looking statements, forecasts and estimates contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (including, without limitation, the statements regarding the sufficiency of working capital, use of

proceeds, estimated capital expenditures, projected cash flows and working capital, 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 and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are or will remain truly and honestly held by the Company or its Directors and there are or will be no other material facts known or which could, upon due and careful enquiry, have been known to the Company or its Directors the omission of which would make any such statement or expression misleading.

1.4 All forecast and estimates contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular have been made after due and proper consideration and on the bases and assumptions referred to therein and represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group, and/or any of their respective directors, officers, employees, affiliates 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 Hong Kong Public Offering Documents and the Preliminary Offering Circular in which such forecasts or estimates are contained. Such forecasts or estimates do not omit or neglect to include or take into account of any facts or matters which are or may be material to such forecasts or estimates or to the Global Offering.

1.5 Without prejudice to any of the other Warranties:

1.5.1 the statements contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and enquiry;

1.5.2 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to the Group’s indebtedness for the years ended December 31, 2021, 2022 and 2023 and as at close of business on April 30, 2024 are complete, true and accurate in all material respects and not misleading and all material developments in relation to the Group’s indebtedness have been disclosed;

1.5.3 the statements relating to working capital and dividend policy contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information” are complete, true and accurate in all material respects and not misleading;

1.5.4 the statements relating to the Group’s liquidity and capital resources and non-IFRS measures contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed

“Financial Information” are complete, true and accurate in all material respects and not misleading;

- 1.5.5 the interests of the Directors in the share capital of the Company and in contracts with the Company and other members of the Group, and any bankruptcy or insolvency of a Director or any connected person (as defined in the Listing Rules), as applicable, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
 - 1.5.6 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration and there are no other material risks or other matters associated with investing in the Group which has not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
 - 1.5.7 the information in each submission or application to the SEHK or the SFC and the responses to each question or comment raised by the SEHK or the SFC or each question set out in the Verification Notes given by or on behalf of the Company or the Directors was so given by a person having appropriate knowledge and duly authorised for such purposes and all such information and each such response has been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; and
 - 1.5.8 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 Public Offering Documents and the Preliminary Offering Circular remains complete, true and accurate in all material respects and not misleading.
- 1.6 The Hong Kong Public Offering Documents and the Preliminary Offering Circular contain or include (A) all information and particulars required to comply with the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Cayman Companies Law, the Listing 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 SEHK 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 activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the other members of the Group, and the rights attaching to the Shares).
 - 1.7 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, 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 any of their respective directors, officers, employees, and, to the best knowledge of the Company after due and careful enquiry, their respective affiliates, advisers or agents, to the SEHK, the SFC and/or any other applicable Authority have complied or will comply with all applicable Laws, and all statements of fact contained therein are and will be true, accurate and complete in all material respects and not misleading.

- 1.8 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, issued by him or her to the Company, the Sole Sponsor and the Sole Global Coordinator, and such authority and confirmations remain in full force and effect.
- 1.9 Each of the AP and PHIP is in compliance with guidance letters GL57-13 and GL 56-13 issued by the SEHK and as updated and amended from time to time (the “**Guidance Letters**”) and was submitted by the Company in accordance with the Guidance Letters.

2 **The Company and the Group**

- 2.1 As of the date of this Agreement, the Company has the authorised and issued share capital as set forth in the section of each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, the AP and the PHIP headed “Share Capital”, and all of the issued shares of the Company have been duly authorised and validly issued and are fully paid and non-assessable, have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are subject to no Encumbrance or adverse claims.
- 2.2 The Company has been duly incorporated and is validly existing as an exempted company with limited liability under the Laws of the Cayman Islands, with full right, power and authority (corporate and other) to (A) 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 Public Offering Documents and the Preliminary Offering Circular; (B) execute, deliver and perform each of this Agreement, the International Underwriting Agreement, the Operative Documents and each of its operating agreements and arrangements as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and all other material contracts to which it is party (including but not limited to the material contracts listed in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Statutory and General Information – Further Information about our Business – Summary of Material Contracts”), and each such agreement, contract and arrangement has been, or with respect to the International Underwriting Agreement only, will be, duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding agreement, enforceable in accordance with its terms against the Company; and (C) issue, sell and deliver the Offer Shares as contemplated herein and under the Global

Offering; the Memorandum and Articles of Association and other constituent or constitutive documents of the Company 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 and the business licence of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules and guidance letter GL111-22 issued by the SEHK).

- 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, use or leasing of properties or assets or otherwise), except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Change.
- 2.4 (A) The Company has no subsidiaries, jointly-controlled companies and associated companies other than those as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Appendix I – Accountant’s Report” and “History, Reorganization and Corporate Structure”; (B) except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the sections headed “Appendix I – Accountant’s Report” and “History, Reorganization and Corporate Structure”, the Company owns all of the issued or registered share capital or other equity interests of or in each of the other members of the Group, which conform in all respects to the description thereof contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) 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; (D) all of the issued shares of each of the members of the Group have been duly authorised 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; (E) all necessary Approvals and Filings from the relevant Authorities in connection with each of the historical acquisitions, share transfers and subsequent corporate reorganization of the Group involving the US subsidiaries as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “History, Reorganization and Corporate Structure – Reorganization” have been obtained by the Company and/or the Group, and the transactions effected in connection with the Reorganization as set forth in the Hong Kong Public Offering Documents and in the section of the Preliminary Offering Circular headed “History, Reorganization and Corporate Structure – Reorganization” are in compliance with all applicable Laws of the United States ; and (F) 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 organised and is validly existing as a legal person with limited liability in good standing under the applicable Laws of the jurisdiction of its incorporation, registration or organisation, 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 Public Offering Documents and the Preliminary Offering Circular and liability of the Company in respect of such person is limited to its investment therein; 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), except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Change; the memorandum and articles of association and other 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 organisation, and are in full force and effect. Each member of the Group is capable of suing and being sued. Except as set out in each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, the AP and the PHIP, each member of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders without the need for any consents, approvals, authorisations, filings and registrations of or with any Authority.
- 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 such member of the Group but 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 Public Offering Documents and the Preliminary Offering Circular.

3 Offer Shares

- 3.1 The Offer Shares have been duly and validly authorised. All necessary authorisations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be allotted and issued to the applicants under the Hong Kong Public Offering in the manner described in the Hong Kong Prospectus and the Preliminary Offering Circular. When issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, the Offer Shares will be duly and validly registered and issued, fully paid and non-assessable, free of and not subject to any Encumbrance or adverse claims; the Offer Shares, will be freely transferable by the Company to or for the account of the Underwriters and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the Cayman Islands or Hong Kong or the Memorandum and 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.

- 3.2 As of the Listing Date, the Company will have the authorised and issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms in all material respects to each description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and such description is true and accurate in all material respects and not misleading; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the applicable Laws.

4 The Underwriting Agreements and the Operative Documents

- 4.1 The Company has the requisite power and authority to enter into and perform its obligations under this Agreement, the International Underwriting Agreement, and each of the Operating Documents to which it is a party.
- 4.2 Each of this Agreement, the International Underwriting Agreement, and the Operative Documents has been duly authorised, executed and delivered by the Company and, when validly authorised, 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, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity.
- 4.3 The statements set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "Structure of the Global Offering", "Cornerstone Investors" and "Underwriting", insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.

5 No conflict, compliance and approvals

- 5.1 Except as disclosed in the Hong Kong Public Offering Documents 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 memorandum and articles of association or other 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, except in the case of each of clause (B) and (C) above, where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Change.

- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement, and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, 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 any member of the Group pursuant to (A) the memorandum and articles of association or other 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, except in the case of each of clause (B) or (C) above, for any such breach, violation or default that would not, individually or in the aggregate, result in a Material Adverse Change.
- 5.3 Approval in principle has been obtained from the listing committee of the SEHK for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK and, to the knowledge of the Company, there is no reason to believe that such approval may be revoked, suspended or modified.
- 5.4 Except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group, 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 Company or the Controlling Shareholders of their respective obligations hereunder or the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement 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.
- 5.5 Except as described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (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; (C) no person has the right to act as a sponsor, underwriter or financial adviser to the Company in connection with the listing on a stock exchange or offer and sale of the Offer Shares; and (D) no person has the right, contractual or otherwise, to cause the Company to include any Shares or any other shares of the Company in the Global Offering.

- 5.6 (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 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 the manner presently conducted and as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except where the failure to so comply with all applicable Laws, or obtain, make or hold such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other burdensome restrictions or conditions not described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (C) all such Approvals and Filings are valid and remain in full force and effect, except as would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; and (D) 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, to the best knowledge of the Company after due and careful enquiry, has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, except where such violation, default, revocation, suspension or modification would not be expected to, individually or in the aggregate, result in a Material Adverse Change.
- 5.7 (A) The statements set forth in the section of each of the Hong Kong Public Offering Documents 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) 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 Public Offering Documents and the Preliminary Offering Circular, have been obtained or made when required and no event has occurred, and, to the best knowledge of the Company after due and careful enquiry, no circumstance exists, 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) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not 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 upon any property or assets of any member of the Group pursuant to (i) the memorandum and articles of association or other 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, except in the case of each of clause (ii) or (iii) above, for any such breach, violation or default that would not, individually or in the aggregate, result in a Material Adverse Change.

6 Accounts and other financial information

6.1 The Reporting Accountant, whose audit report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents 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.

6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and the Subsidiaries for the periods specified, and have been prepared in conformity with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board, and the accounting policies of the Company have been applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular 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 included therein; (C) 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 Public Offering Documents and the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such pro forma net tangible assets and 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 such pro forma net tangible assets and other pro forma financial statements, information and data, if any; (D) there are no financial statements (historical or pro forma) that are required by a relevant Authority in connection with the Global Offering

(including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that are not included as required; and (E) the Company and the Subsidiaries do not have any liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

- 6.3 (A) The prospective information included in the projected working capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information” (collectively, the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company’s knowledge and the assumptions stated in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (B) the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the projected working capital of the Company for the next 12 months from the Hong Kong Prospectus Date, as applicable, and (ii) reflect, for each relevant period, a reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the projected working capital of the Company for the next 12 months from the Hong Kong Prospectus Date, as applicable.
- 6.4 The unaudited consolidated management financial information of the Company and the Subsidiaries as of April 30, 2024 and for the period from January 1, 2024 to April 30, 2024 and any other accounting records of the Company and the Subsidiaries (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Company or any of the Subsidiaries or to which the Company or any of the Subsidiaries was a party during the period from January 1, 2024 to April 30, 2024, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the consolidated financial position of the Company and the Subsidiaries as of April 30, 2024 and the consolidated results of operations of the Company and the Subsidiaries for the period from January 1, 2024 to April 30, 2024.
- 6.5 The statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information – Material Accounting Policy Information” are complete, true and accurate in all material respects and not misleading and fairly describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company’s financial condition and results of operations (“**Critical Accounting Policies**”), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies, and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; 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 Company's legal advisers and the Reporting Accountant with regard to such disclosure.

- 6.6 Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity of the Group and could reasonably be expected to occur, and (B) all material off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; no member of the Group has any material 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 reasonably be expected to, have a material effect on the liquidity of the Group or the availability thereof or the requirements of the Group for capital resources.
- 6.7 The memorandum on the profit forecast 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, 2023, which memorandum has been approved by the Directors and reviewed by the Reporting Accountant in connection with the Global Offering), has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Company honestly believes to be fair and reasonable on the basis of facts known to the Company, consistently applied 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 reserves in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus and the Preliminary Offering Circular at the time envisaged by such memorandum will be received; and (C) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum.
- 6.8 The memorandum on the working capital forecast of the Company and the Subsidiaries (as set out in the memorandum of the board of directors of the Company on working capital forecast for the period ending 31 December 2024), which memorandum has been approved by the Directors and reviewed by the Reporting Accountant in connection with the Global Offering, has been prepared after due and careful enquiry and on the bases and assumptions stated in such memorandum which the Company honestly believes to be fair and reasonable on the basis of facts known to the Company, consistently applied 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.

- 6.9 (A) The factual contents of the reports, letters or certificates of the Reporting Accountant are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material 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 to the best of their knowledge; (B) no material information was withheld from the Reporting Accountant for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountant in connection with the Global Offering and all information given to the Reporting Accountant 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; and (C) no material information was withheld from the Reporting Accountant, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Public Offering Documents 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 Indebtedness and material obligations

- 7.1 Except as otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding 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 material indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same, and (D) to the best knowledge of the Company after due and careful inquiry, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any

guarantee of any material liability of any member of the Group by reason of default of such member of Group or any other person or under any material guarantee given by any member of the Group.

- 7.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other 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 material 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 which is material to such member of the Group, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and to the best knowledge of the Company after due and careful inquiry, 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 to the best knowledge of the Company, no circumstances exist, in relation to any material investment grants, loan subsidies or financial assistance received by or pledged or granted to, or committed to be pledged or granted 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, except for any such forfeiture or repayment that would not, individually or in the aggregate, result in a Material Adverse Change.

8 **Subsequent events**

- 8.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except as otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no member of the Group has (A) entered into, assumed, incurred or otherwise agreed to be bound by any contract or agreement or liability (contingent or otherwise) or other obligation that is material to Group, taken as a whole, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group, taken as a whole, (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, (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, or (G) 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 (F) above in each case.

- 8.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority that would, individually or in the aggregate, result in a Material Adverse Change.
- 8.3 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change, (B) any transaction which is material to the Company and the other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Group, taken as a whole, (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, or (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.
- 8.4 (A) There has been no material decrease in cash and cash equivalents, inventories, or net assets, or material increase in customer deposits of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of December 31, 2023 included in the Hong Kong Prospectus; (B) there has been no material decreases in total revenue, gross profit and/or net profit of the Group during the period from the date of the latest audited consolidated income statement of the Group to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding year.
- 8.5 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) each member of the Group has carried on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; and (B) each member of the Group has continued to pay its creditors in the ordinary course of business.

9 **Assets**

- 9.1 Each of the Company and the other members of the Group has valid, good and marketable title (including, where relevant, valid granted long-term land use rights and building ownership rights) to all real properties and buildings that it

purports to own and valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case free and clear of all Encumbrances, except 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 in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Change; no 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, to the best knowledge of the Company after due and careful enquiry, is likely to occur under any of such leases, except such any default as would not, individually or in the aggregate, result in a Material Adverse Change; 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 personal property or asset, as applicable, of any kind that is material to the Group, taken as a whole, except as reflected in the audited consolidated financial statements of the Company as of and for the period ended December 31, 2023 included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and, except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, 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 Public Offering Documents and the Preliminary Offering Circular other than those properties and assets the absence of which would not, individually or in the aggregate, result in a Material Adverse Change.

- 9.2 (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 (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted, except where the failure to own, license or have such rights would not, individually or in the aggregate, result in a Material Adverse Change, and, in respect of those Intellectual Property which are in the process of registration, neither the Company nor any member of the Group, to the best knowledge of the Company after due and careful enquiry, is aware of any reason or circumstances why the relevant applications for registration will be refused or rejected; (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, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity, and 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 of the Company after due and careful enquiry, there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the other members of the Group with respect to the Intellectual Property, except for such claim which would not, individually or in the aggregate, result in a Material Adverse Change; (D) to the best of the Company's knowledge after due and careful enquiry, neither the Company nor any of the other members of the Group has infringed or is infringing the intellectual property of a third party, and neither the Company nor any other member of the Group has received notice of a claim by a third party to the contrary; (E) except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there is no material infringement by third parties of any Intellectual Property belonging to the Group; (F) except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there is no pending or, to the best knowledge of the Company after due and careful enquiry, threatened action, suit, proceeding or claim by others challenging the Company's rights in or to any Intellectual Property, and, to the best knowledge of the Company after due and careful enquiry, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim, except where such action, suit, proceeding or claim would not, individually or in the aggregate, result in a Material Adverse Change; (G) except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there is no pending or, to the best knowledge of the Company after due and careful enquiry, 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, with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Effect; (H) there is no pending or, to the best knowledge of the Company after due and careful enquiry, 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, except where such action, suit, proceeding or claim would not, individually or in the aggregate, result in a Material Adverse Change, and, to the best knowledge of the Company after due and careful enquiry, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) to the best knowledge of the Company 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; and (J) to the best knowledge of the

Company after due and careful enquiry, there is no prior art that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the United States, Europe, the United Kingdom, or such other country or regions having jurisdiction over intellectual property matters.

- 9.3 (A) All computer systems, communications systems, software and hardware which are currently owned, validly licensed or used 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, or material to, 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 have obtained 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, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors’ rights and to general principles of equity, and 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, to the best knowledge of the Company after due and careful enquiry, 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 of the Company and the other members of the Group, where such lack of exclusive ownership or control would not, individually or in the aggregate, result in a Material Adverse Change; (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 material defects relating to the Information Technology, which have caused or to the best knowledge of the Company after due and careful enquiry, might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company; and (G) each member of the Group has in place procedures designed to prevent unauthorised access and the introduction of viruses to the Information Technology.
- 9.4 (A) The Company and the other members of the Group have complied and are in compliance in all material respects with all applicable cybersecurity, data protection and data privacy Laws in the jurisdiction where it was incorporated

and in every jurisdiction where it operates; (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 breach or non-compliance by it of the applicable data protection Laws, guidelines or industry standards or prohibiting the transfer of data to a place outside the relevant jurisdiction, where such breach, non-compliance or prohibition would, individually or in the aggregate, result in a Material Adverse Change; (C) 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, guidelines and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data in the previous three years 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, individually or in the aggregate, result in a Material Adverse Change; (D) no warrant has been issued authorising any 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 material found there.

10 **Compliance with employment and labour Laws**

- 10.1 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no member of the Group has any material 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 (collectively, the “**Retirement Benefits**”). All Retirement Benefits of any past or current employee of the Group arising from their employment with the Group are fully provided for by way of an adequately funded pension scheme established for and on behalf of the relevant member of the Group which is or was the employer of such person or established by the relevant member of the Group in the name of the relevant past or current employee, except where the failure to do so would not, individually or in the aggregate, result in a Material Adverse Change.
- 10.2 (A) Except for matters which would not, individually or in the aggregate, result in a Material Adverse Change, there is (i) no dispute with the Directors and no strike, labour dispute, slowdown or stoppage or other conflict with the employees of any member of the Group pending or, to the best of the Company’s knowledge after due and careful enquiry, threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) to the best of the Company’s knowledge after due and careful enquiry, no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers, contractors or customers of any member of the Group, and (B) there have been and are no violations of any applicable labour and employment Laws of the U.S. or any other applicable jurisdiction by any member of the Group, except for

violations which would not, individually or in the aggregate, result in a Material Adverse Change.

11 **Compliance with environmental Laws**

- 11.1 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) in all material respects, and there are no past, present or, to the best of the Company's knowledge after due and careful enquiry, 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 the Company and any member of the Group, taken as a whole, under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; except as would not, individually or in the 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, to the best of the Company's knowledge 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 Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" means Laws of the U.S. or any other applicable jurisdiction relating to 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 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).

12 **Cyber Security, Data Protection and State Secrets**

- 12.1 The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, databases (collectively, "**IT Systems**") are adequate for, and operate and perform as required in connection with the operation of the business of the Group as currently conducted. The Group has implemented and maintained comprehensive controls, policies, procedures and safeguards to maintain and protect their material 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 ("**Personal Data**")) used in connection with their businesses.
- 12.2 (A) The Company and the other members of the Group have not experienced an information security incident that has compromised the Personal Data stored on the IT Systems, and (B) there has been no loss, damage, or unauthorized access,

disclosure, use, or breach of security of the IT Systems or any information in the possession, custody, or control, or otherwise held or processed on behalf of the Company and other members of the Group, except in the case of each of clause (A) and (B) above such as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change.

- 12.3 (A) The Company and the other members of the Group have not received notice of any claims, investigations, or alleged violations of law, regulation, or contract with respect to breach of applicable cyber security, data protection and privacy laws or information security-related incidents, (B) nor have the Company and any other member of the Group been notified in writing, or been required by applicable law, regulation, or contract to notify in writing, any person or entity of any breach of applicable data privacy laws or information security-related incident, except in the case of each of clause (A) and (B) above such as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change.
- 12.4 Neither the Company nor any other members of the Group have been involved in any investigations on cybersecurity review by the relevant regulatory authorities or had received any inquiry, notice, warning or sanctions in such respect.
- 12.5 (A) The Company and each of the other members of the Group do not involve and have not involved any State secrets under the laws and regulations of the PRC; (B) neither the Company nor any other members of the Group has been informed or investigated by any party, and there is no reason to believe, that any of its specific information or access, usage and storage of specific information or business operations are subject to any State secrets laws and regulations of the PRC; and (C) the Company has provided the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Reporting Accountant with full and unrestricted access to all books and records and other information which are necessary for them to perform their respective roles and obligations in relation to the Company's listing of Shares on the SEHK.

13 **Insurance**

- 13.1 The Company and each of the other members of the Group maintain insurance (including reinsurance) covering their respective businesses, operations, properties, assets and personnel with insurers of recognised financial responsibility and in the amounts as the Company deems commercially reasonable, adequate and available to businesses of established repute in its industry; 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; 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, except for any such failure to be fully in force such as would not, individually or in the aggregate, result in a Material Adverse Change; the Company and the other members of the Group are in compliance with the terms of all such

insurance in all material respects and there are no 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 from similar insurers as may be necessary to continue its business at a cost that would not result in a Material Adverse Change to the Company and each member of the Group; neither the Company nor any of the other members of the Group has been refused any insurance coverage sought or applied for, except where such denial would not, individually or in the aggregate, result in a Material Adverse Change.

14 Internal controls

14.1 The Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position and prospects of the Group, taken as a whole, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; the Company'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; there are no material weaknesses in the Company's internal controls over accounting and financial reporting and no changes in the Company's internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal controls over accounting and financial reporting.

14.2 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) material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's board of directors and management by others within those entities, and (B) the Company and its board of directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and

Mergers and Share Buy-backs, the Securities and Futures Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Cayman Companies Law and any other applicable Law, including, without limitation, the requirements of the Listing Rules on disclosure of price-sensitive 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, price-sensitive information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).

- 14.3 Any material issues identified and as disclosed in any internal controls report prepared by the Internal Controls Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of directors with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

15 **Compliance with bribery, anti-money laundering and sanctions Laws**

- 15.1 None of the Company or any other member of the Group or any of their respective directors or officers, or to the best knowledge of the Company, any of their affiliates, agents, representatives or employees has, directly or indirectly, (i) taken any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment or giving or offer or promise of money, property, gifts or anything else of value, directly or indirectly, to any “government official” (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the United States, Hong Kong, the PRC, the Cayman Islands, the United Kingdom, the Netherlands, Germany, the Czech Republic, Switzerland, Brazil, Mexico, Argentina, Australia or any other applicable jurisdiction of incorporation and/or where the Group conducts business, in each case, where either the payment or the purpose of such contribution, payment, gift, or thing of value was or is prohibited under the applicable Laws of such jurisdiction or (ii) made or authorised (A) any contribution, payment or gift of funds or property to any official, employee or agent of any Authority, or any candidate for public office, in the United States, Hong Kong, the PRC, the Cayman

Islands, the United Kingdom, the Netherlands, Germany, the Czech Republic, Switzerland, Brazil, Mexico, Argentina, Australia or any other applicable jurisdiction of incorporation and/or where the Group conducts business, in each case, where either the payment or the purpose of such contribution, payment or gift or thing of value was or is prohibited under any applicable Law of such jurisdiction or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in any jurisdiction in connection with the business activities of the Company or the relevant member of the Group, and without prejudice to the foregoing, neither any member of the Group nor any promoter, supervisor, director, officer, or to the best knowledge of the Company, any agent, representative, employee or affiliate of any member of the Group is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable Laws (including, but not limited to, the Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), the United Kingdom Bribery Act of 2010, as amended (the “UK Bribery Act of 2010”), and the rules and regulations thereunder), and the Company and the other members of the Group have instituted and maintain policies and procedures designed to ensure continued compliance therewith and with the representation and warranty contained herein.

- 15.2 The operations of the Company and each member of the Group, including, without limitation, operations conducted through sales agents and Cirrus sales agents and any third-party payment arrangements related to the operations of the Company and each member of the Group conducted through sales agents and Cirrus sales agents, are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting and other requirements of the anti-money laundering Laws of all applicable jurisdictions, including, without limitation, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the U.S. Trading with the Enemy Act, as amended, the U.S. International Emergency Economic Powers Act, as amended, any of the foreign assets control regulations of the United States Treasury Department (as codified in 31 CFR, Subtitle B, Chapter V, as amended), the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “USA PATRIOT Act”), and the applicable anti-money laundering statutes of jurisdictions where the Company or the Group conduct business, the applicable rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company or any other member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best of the Company’s knowledge, threatened.
- 15.3 (A) Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Company, any other member of the Group, any director, officer, or to the best knowledge of the Company, any agent, representative, employee or affiliate of the Company or any other member of the Group or any person acting on behalf of any of them, is an individual or entity or is owned or controlled by an individual or entity that is subject to any

of the Sanctions Laws and Regulations or U.S. Export Control Laws nor located, organised or resident in Comprehensively Sanctioned Country; (B) except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there have been no transactions or business dealings between the Company or any member of the Group, on the one hand, and any person or entity subject to sanctions under any of the Sanctions Laws and Regulations in a manner that will result in a violation of any of the Sanctions Laws and Regulations, any Comprehensively Sanctioned Country, or any person or entity in a Comprehensively Sanctioned Country or which performs contracts in support of projects in or for the benefit of a Comprehensively Sanctioned Country, on the other hand; (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” and will not, directly or indirectly, use such proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any member of the Group, subsidiary, joint venture partner 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 Comprehensively Sanctioned Country, or in any other manner that will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations or U.S. Export Control Laws; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated under this Agreement or the International Underwriting Agreement, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) the Company and its subsidiaries have implemented, maintained and enforced group-wide sanctions and export control policies to identify, monitor and mitigate risks relating to the Sanctions Laws and Regulations and the U.S. Export Control Laws, and these policies and procedures are reasonably designed and adopted for the purpose of protecting the Company and its subsidiaries and the Company’s shareholders and investors from any material risk of violating the Sanctions Laws and Regulations and are a reasonably adequate and effective internal control framework for the Company to identify and mitigate any material risk relating to U.S. Export Control Laws and to ensure compliance therewith; (F) the Group’s business has not been conducted in such way which would or is likely to expose the Group to any material risk of being in violation of the Sanctions Laws and Regulations and the U.S. Export Control Laws; and (G) no action, suit, or to the Company’s knowledge, proceeding, investigation or inquiry by or before any Authority involving the Company or any other member of the Group with respect to the Sanctions Laws and Regulations and the U.S. Export Control Laws is pending or, to the Company’s knowledge, threatened.

16 **Experts**

- 16.1 Each of the experts so named in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free any conflict of interest.
- 16.2 (A) The factual contents of the reports, opinions, letters or certificates of the Industry Consultant, Internal Controls Consultant, the Reporting Accountant and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material 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 to the best of their knowledge after due and careful enquiry; and (B) no material information was withheld from the Reporting Accountant, the Internal Controls Consultant and the Industry Consultant or any counsel for the Company or the Underwriters, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents 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, in the light of the circumstances under which they were provided, misleading.

17 **Provision of information**

- 17.1 Other than the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the Company (including, without limitation, agents, other than the Underwriters in their capacity as such) (A) has not, without the consent of the Sole Global Coordinator, made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the consent of the Sole Global Coordinator, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of Rule 405 of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents and the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow material relating to the Offer Shares that constitutes such a written communication).
- 17.2 None of the Company and/or any of its directors, officers, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided any material information, including forward looking information (whether qualitative or quantitative) concerning the Group that is not, (A) reasonably expected to be, included in each of the Hong Kong

Public Offering Documents and the Preliminary Offering Circular or (B) publicly available, to any research analyst.

18 Forward-looking statements and statistical or market data

18.1 All statistical or market-related or operational data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and the other members of the Group 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; all statistical or market-related data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources therein which each of the Company and the Directors reasonably believes in good faith to be reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

19 Material contracts and connected transactions

19.1 All contracts or agreements entered into within two years of the Hong Kong Prospectus Date (other than contracts entered into in the ordinary course of business) to which the Company or any of the other members of the Group is a party and which are required to be disclosed as material contracts in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and/or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and/or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, 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 no such termination or non-renewal has been threatened by the Company, any other member of the Group or, to the Company's knowledge, any other party to any such material contract.

19.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "Statutory and General Information – Further Information about our Business – Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity.

19.3 None of the Company or any of the other members of the Group has any capital commitment, or is, or has been, party to any unusual, long-term or onerous

commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than 12 months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on 12 months' notice or less), except for any such commitments, contracts or arrangements which would not, individually or in the aggregate, result in a Material Adverse Change.

- 19.4 None of the Company or any of 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 business in any jurisdiction, except for any such agreement or arrangement which would not, individually or in the aggregate, result in a Material Adverse Change.
- 19.5 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.
- 19.6 None of the Company or any of 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).
- 19.7 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 Public Offering Documents 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 the Hong Kong Public Offering Documents 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) in writing or orally by or on behalf of the Company to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the CMIs, the Reporting Accountant, the legal and other professional advisers to the Company or to Underwriters, the SEHK and/or the SFC was so disclosed or made available in full and in good faith and, except as subsequently disclosed in both the Disclosure Package and the Final Offering Circular or notified to the SEHK and/or the SFC, 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 course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper enquiries 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 Public Offering Documents and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect, and shall inform the Sole Sponsor and the Sole Global Coordinator promptly should there be any breach of any such terms before or after the listing of the Shares on the SEHK; (E) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been duly authorised, executed and delivered by the Company and the relevant members of the Group (as applicable), 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, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity; and (F) each of the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular was and will be carried out by the Group in compliance with the Listing Rules, and all other applicable Laws.

- 19.8 No indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or the relevant member of the Group, on the one hand, and any current or former director or any officer of the Company or of the relevant member of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.
- 19.9 Neither the Controlling Shareholders nor any of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, nor is any of the Controlling Shareholders 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. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Controlling Shareholders nor any of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date and which is material in relation to the business of the Company or such member of the Group.
- 19.10 All the interests or short positions of each of the directors of the Company in the Shares, underlying shares and debentures of the Company or any associated

corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, and in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, the Company or its Subsidiaries, are fully, completely and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

20 **Taxation**

- 20.1 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 have been duly and timely filed, except where the failure to do so would not 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 of the Company there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid, other than those being contested in good faith by legal actions, suits or proceedings and for which adequate reserves have been provided; there is no deficiency for any Taxes of any 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 Public Offering Documents and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxes 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; the statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Financial Information – Components of Our Consolidated Statement of Profit or Loss – Income Tax Expenses” are complete, true and accurate in all material respects and not misleading.
- 20.2 Each of the waivers and other relief, concessions and preferential treatment relating to Taxes which are material to the Group’s business taken as a whole granted to the Company or any of the other members of the Group by any Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law.
- 20.3 Except as described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes, are payable by or on behalf of the Company or any of the other members of the Group in the United

States, Hong Kong, the PRC or the Cayman Islands, or to any taxing or other Authority thereof or therein in connection with (A) the execution and delivery of this Agreement and the International Underwriting Agreement, (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 Offer 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 Public Offering Documents and the Preliminary Offering Circular or (E) the deposit of the Offer Shares with the HKSCC.

- 20.4 Neither the Company nor any other member of the Group has been or is currently the subject of an enquiry into transfer pricing by any Taxation Authority and no Taxation Authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

21 **Dividends**

- 21.1 All dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the applicable Laws of the Cayman Islands, Hong Kong or the United States or any taxing or other Authority thereof or therein.
- 21.2 No member of the Group (other than the Company with respect to the payment of dividends to itself) 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.

22 **Litigation and other proceedings**

- 22.1 There are (A) no material actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority pending or, to the best of the Company's knowledge after due and careful enquiry, threatened or contemplated to which any member of the Group or any of their respective directors, officers or employees 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 of the Company's knowledge, that has been proposed by any Authority, and (C) no judgment, decree or order of any relevant 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 materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular but are not so described.

- 22.2 None of the Company and the other members of the Group, 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, to the best knowledge of the Company after due and careful enquiry, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group or (B) 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.
- 22.3 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.
- 22.4 No member of the Group has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent.

23 **Market conduct**

- 23.1 Save for the appointment of the Stabilizing Manager of the Global Offering, none of the Company and the other members of the Group and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking), has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sole Global Coordinator has notified the Company of the completion of the distribution of all of the International Offer Shares, 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; (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 SEHK, the SFC or any other Authority, including without limitation those in relation to book-building and placing activities.
- 23.2 Save for the appointment of the Stabilizing Manager of the Global Offering, none of the Company and the other members of the Group and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any

person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking), (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 stabilisation (save for the stabilisation contemplated under this Agreement) 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; or (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 of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

24 Immunity

- 24.1 Under the applicable Laws of the jurisdiction of incorporation of each member of the Group, neither the Company nor the other members of the Group, nor any of the properties, assets or revenues of the Company or the other members of the Group is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, 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.

25 Choice of law and dispute resolution

- 25.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong and the Cayman Islands; the Company can sue and be sued in its own name under the Laws of Hong Kong and the Cayman Islands; the submission to arbitration and the irrevocable submission by the Company to the jurisdiction of any Hong Kong court, the waiver by the Company of any objection to the venue of an action, suit or proceeding in any Hong Kong 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 and the Cayman Islands and will be respected by the Hong Kong and Cayman Islands courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the Cayman Islands are concerned, to confer valid personal jurisdiction over the Company; any award obtained in any arbitration commenced pursuant to Clause 15.2 of this Agreement and any judgment obtained in a Hong Kong court arising out of or in relation to the obligations of the Company under this Agreement will be recognised and enforced in the Hong Kong or Cayman Islands courts, subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

25.2 It is not necessary under the Laws of Hong Kong that any of the International Underwriters or Hong Kong Underwriters (other than those incorporated or organised under the Laws of Hong Kong) should be licensed, qualified or entitled to carry out business in Hong Kong (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting 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 and the International Underwriting Agreement.

26 Professional Investor

26.1 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 Global Coordinator (on behalf of the Hong Kong Underwriters).

27 No other arrangements relating to sale of Offer Shares

27.1 Except pursuant to this Agreement and the International Underwriting 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 or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

27.2 Neither the Company nor any of the other members of the Group has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, Cornerstone Investment Agreements and Stock Borrowing Agreement.

27.3 None of the Company, any of the members of the Group, the Controlling Shareholders or any of their respective directors, officers, employees, affiliates or agents has, directly or indirectly, provided or offered (nor will they, 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 Offering Documents and the Preliminary Offering Circular. No member of the Group or any director, officer, employee, affiliate or agent 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 Offering Documents and the Preliminary Offering Circular.

28 **United States aspects**

- 28.1 None of the Company, its “affiliates” (within the meaning of Rule 501(b) under the Securities Act) or any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act.
- 28.2 Within the preceding six months, neither the Company nor any person acting on its behalf has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold to the International Underwriters; the Company will take reasonable precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Sole Global Coordinator), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by the International Underwriting Agreement as transactions exempt from the registration provisions of the Securities Act.
- 28.3 The International Offer Shares are eligible for resale under Rule 144A under the Securities Act and when the International Offer Shares are issued and delivered pursuant to the International Underwriting Agreement, the International Offer Shares will not be of the same class (within the meaning of Rule 144A under the Securities Act) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system.
- 28.4 At any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder or not in compliance with the information furnishing requirements of Rule 12g3-2(b) thereunder, the Company will, for the benefit of holders from time to time of Shares, furnish at its expense, upon request, to holders of Shares and prospective purchasers of securities information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Securities Act.
- 28.5 Prior to the expiration of one year after the latest Time of Delivery (as defined in the International Underwriting Agreement), the Company will not, and will not permit any of its “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell any of the Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them, except pursuant to an effective registration statement or in a transaction exempt from the registration provisions of the Securities Act.

- 28.6 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 28.7 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.
- 28.8 The Company is not, and does not expect to become, a “passive foreign investment company” within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as amended.
- 28.9 The Company is not and, after giving effect to the offering and sale of the Offer Shares and the application of the proceeds thereof as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not be required to register as an “investment company” within the meaning of the U.S. Investment Company Act of 1940, as amended.

29 U.S. Federal Aviation Administration (“FAA”) laws

- 29.1 The operations of the Company and each member of the Group are and have been conducted at all times in compliance in all material respects with all applicable FAA laws, which are, for the avoidance of doubt, the applicable provisions of the Federal Aviation Act (Title 49, Subtitle VII, Part A of the United States Code), as amended (the “**FAA Act**”), and the regulations (the Federal Aviation Regulations, or “**FARs**”) of the FAA promulgated thereunder (collectively, the “**FAA Laws**”), and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company or any other member of the Group with respect to the FAA Laws is pending or, to the best of the Company’s knowledge after due and careful inquiry, threatened, except any such action, suit, proceeding, investigation or inquiry that would not, individually or in the aggregate, result in a Material Adverse Change ; and the Company and the other members of the Group have instituted and maintain policies and procedures designed to ensure continued compliance therewith and with this representation and warranty.
- 29.2 The operations of the Company and each member of the Group are and have been conducted at all times in compliance in all material respects with the Federal Aviation Administration Airworthiness Directives issued by the FAA, as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (the “**FAA ADs**”), and neither the Company nor any member of the Group has received any notice of non-compliance relating to the FAA ADs.
- 29.3 (A) The Company and each member of the Group possesses all licenses, certificates, permits, approvals and/or other authorizations by the FAA (collectively, the “**FAA Permits**”) necessary to conduct its business; (B) all such FAA Permits are valid and remain in full force and effect; (C) there is no material impediment to renew any of the FAA Permits upon their expiration; (D) neither the Company nor any member of the Group has received any notice of

proceedings related to the revocation of any of the FAA Permits; and (E) the FAA Permits described in each of the Hong Kong Prospectus, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, the AP and the PHIP are the material FAA authorizations, approvals, permits, licenses, and certificates required for the Company to perform its FAA-regulated businesses and operations as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

30 Certificates from officers

- 30.1 Any certificate signed by any officer or representative of the Company and delivered to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, or any Underwriter or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers and each Underwriter.

Part B: Representations and Warranties of the Covenantors

1 Accuracy of information

- 1.1 All information and confirmations disclosed or made available in writing or orally 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 Covenantors, and/or any of their respective directors, officers, employees, affiliates, advisers or agents (as applicable) to the SEHK, the SFC, any applicable Authority, the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Reporting Accountant, the Internal Controls Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company or the Underwriters for the purposes of the Global Offering and/or the Listing (including, without limitation, the Company's back to back confirmation provided to the Sponsor for the purpose of the A1 listing application, the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date of this Agreement), the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sole Overall Coordinate or the CMIs of their respective obligations as sponsor, overall coordinator and/or syndicate capital market intermediaries under the Listing Rules and the Code of Conduct (as the case may be), and the responses to queries and comments raised by the SEHK, the SFC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or otherwise notified to the SEHK, the SFC or any applicable Authority, as applicable, remains complete, true and accurate in all material respects and not misleading; 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 Offering Documents and the Preliminary Offering Circular (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 any of their respective directors, officers, employees, advisers or agents; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading.
- 1.2 None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or will contain any untrue statement of a material fact in relation to any Covenantor or omits or will omit to state any material fact in relation to any Covenantor necessary in order to make such statements made therein, in light of the circumstances under which they were made, not misleading.

2 **Due incorporation and valid existence**

- 2.1 Each of the Covenantors has been duly incorporated and is validly existing as a corporation in good standing, each as the case may be, under the Laws of the PRC and Hong Kong and is capable of suing and being sued.
- 2.2 The articles of association and other constituent or constitutive documents of each of the Covenantors comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation, and are in full force and effect.
- 2.3 Each of the Covenantors has the requisite power and authority and/or legal capacity, as the case may be, to enter into and perform its obligations under this Agreement, the International Underwriting Agreement and each of the Operating Documents to which it is a party.
- 2.4 Each of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Covenantors or any one of them is a party and any other document required to be executed by the Covenantors or any one of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents has been duly authorised, executed and delivered by the relevant Covenantors and, when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the relevant Covenantor, enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity.
- 2.5 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Covenantors or any one of them is a party and any other document required to be executed by the Covenantors or any one of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not:
 - 2.5.1 contravene any provision of the articles of association or other constitutional documents of each of the Covenantors (as applicable);
 - 2.5.2 contravene, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, agreement, instrument or obligation to which any of the Covenantors is a party or by which any of the Covenantors or any of their respective properties or assets is bound;
 - 2.5.3 contravene any judgment, order or decree of any Authority, agency or court having jurisdiction over any of the Covenantors;

- 2.5.4 contravene any Laws to which any of the Covenantors is subject or by which any of the Covenantors or any of their respective assets is bound; or
 - 2.5.5 require any approval from any Authority or the sanction or consent of any shareholders of each of the Covenantors; or result in the creation or imposition of any Encumbrance or other restriction upon any assets of any of the Covenantors.
- 2.6 The obligations of the Covenantors under this Agreement are not subject to any condition precedent other than as specified in this Agreement.

3 Litigation and other proceedings

- 3.1 There are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or, to the best of the Covenantors' knowledge after due and careful enquiry, threatened or contemplated to which any Covenantor 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 of the Covenantors' knowledge 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 materially and adversely affect the power or ability of any Covenantor to perform its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents to which the Covenantors or any one of them is a party or otherwise materially and adversely affect the Global Offering.
- 3.2 None of the Covenantors has, to the extent applicable, taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to wind up, bankrupt, liquidate or dissolve itself, make itself dormant or eliminate itself.
- 3.3 None of the Covenantors has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent.

4 Market Conduct

- 4.1 None of the Covenantors and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Sole Global Coordinator has notified the Company of the completion of the distribution of all of the International Offer Shares, 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; (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 SEHK, the SFC or any other Authority, including without limitation those in relation to bookbuilding and placing activities.

- 4.2 None of the Covenantors and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them, (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 stabilisation (except pursuant to the Stock Borrowing Agreement) 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; or (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 of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

5 Immunity

- 5.1 Under the Laws of the PRC and/or Hong Kong, each as the case may be, none of the Covenantors, nor any of their respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, 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.

6 Choice of governing law

- 6.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong, the PRC and Cayman Islands; each Covenantor can sue and be sued in its own name; the submission to arbitration and the irrevocable submission by the Covenantors to the jurisdiction of any Hong Kong court, the waiver by the Covenantors of any objection to the venue of any action, suit or proceeding in any Hong Kong 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 and , the PRC and Cayman Islands and will be respected by the Hong Kong , the PRC and Cayman Islands courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong , the PRC and Cayman Islands are concerned, to confer valid personal jurisdiction over the Covenantors; any award obtained in any arbitration commenced pursuant to Clause 15.2 of this Agreement and any judgment obtained in a Hong Kong court arising out of or in relation to the obligations of any Covenantor under this Agreement will be recognised and enforced in the Hong Kong , the PRC and Cayman Islands courts.

7 Professional Investor

- 7.1 Each Covenantor 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 refer to such Covenantor, and “we” or “us” or “our” shall mean the Sole Global Coordinator (on behalf of the Hong Kong Underwriters).

8 No other arrangements relating to sale of Offer Shares

- 8.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Covenantors 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, the International Underwriting 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 Public Offering Documents and the Preliminary Offering Circular.
- 8.2 None of the Covenantors has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement and the International Underwriting Agreement.
- 8.3 None of the Covenantors or any of their respective directors, officers, employees, affiliates or agents has, directly or indirectly, provided or offered (nor will they, 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 Offering Documents and the Preliminary Offering Circular. No Covenantor or any director, officer, employee, affiliate or agent of any Covenantor 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 Offering Documents, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, the AP and the PHIP.

9 Arrangements with related parties

- 9.1 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group and any of the Covenantors or any company (excluding the members of the Group) or undertaking which is owned or controlled by any of the Covenantors (whether by way of shareholding or otherwise).
- 9.2 Except as disclosed in each of the Prospectus, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, the AP and the PHIP, each of the Covenantors represents that there is no connected transactions (as defined in the Listing Rules) in relation to the Group that would require disclosure in the Prospectus, the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, the AP and the PHIP.

10 **Compliance with bribery, anti-money laundering and sanctions Laws**

- 10.1 None of the Covenantors or any promoter, supervisor, director, officer, agent, representative, employee or affiliate of the Covenantors is aware of or has, directly or indirectly, (i) taken any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of the payment or giving or offer or promise of money, property, gifts or anything else of value, directly or indirectly, to any “government official” (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the United States, Hong Kong, the PRC, the Cayman Islands, the United Kingdom, the Netherlands, Germany, the Czech Republic, Switzerland, Brazil, Mexico, Argentina, Australia or any other jurisdiction, where such action would be prohibited under the applicable Laws of such jurisdiction or (ii) made or authorised (A) any contribution, payment or gift of funds or property to any official, employee or agent of any Authority, or any candidate for public office, in the United States, Hong Kong, the PRC, the Cayman Islands, the United Kingdom, the Netherlands, Germany, the Czech Republic, Switzerland, Brazil, Mexico, Argentina, Australia or any other jurisdiction, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under any applicable Law of such jurisdiction or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in any jurisdiction in connection with the business activities of the Company or the relevant member of the Group, and without prejudice to the foregoing, neither any of the Covenantors nor any promoter, supervisor, director, officer, agent, employee or affiliate of any of the Covenantors is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable Laws (including, but not limited to, the FCPA, the UK Bribery Act of 2010, and the rules and regulations thereunder), and each of the Covenantors have instituted and maintain policies and procedures designed to ensure continued compliance therewith and with the representation and warranty contained herein.
- 10.2 The operations of each of the Covenantors are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting and other requirements, including the Anti-Money Laundering Laws, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company or any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best of the Covenantors’ knowledge after due and careful enquiry, threatened.
- 10.3 (A) Neither the Covenantor nor any promoter, supervisor, director, officer, agent, representative, employee or affiliate of the Covenantors or any person acting on behalf of any of them, is an individual or entity or is owned or controlled by an individual or entity that is subject to any of the Sanctions Laws and Regulations or U.S. Export Control Laws nor located, organised or resident in a country or territory that is subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations (including,

without limitation, Balkans, Belarus, Burma/Myanmar, Burundi, Central African Republic, the Crimea region of Ukraine, Cuba, the Democratic Republic of the Congo, Iran, Iraq, Ivory Coast, Lebanon, Libya, North Korea, Russia, Somalia, Sudan, Syria, Venezuela, Yemen and Zimbabwe); (B) there have been no transactions or connections between the Company or any member of the Group, on the one hand, and any country, territory, person or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand; (C) the Covenantor will cause 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 Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds”, and will ensure that the Company will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group, subsidiary, joint venture partner 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 (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations or U.S. Export Control Laws; (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated under this Agreement or the International Underwriting Agreement, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company or the Covenantors will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) the Company and its subsidiaries have implemented, maintained and enforced group-wide sanctions policies to identify, monitor and mitigate risks relating to the Sanctions Laws and Regulations and U.S. Export Control Laws, and these policies and procedures are reasonably designed and adopted for the purpose of protecting the Company and its subsidiaries and the Company’s shareholders and investors from the risk of being sanctioned under the Sanctions Laws and Regulations and are a reasonably adequate and effective internal control framework for the Company to identify and mitigate any material risk relating to U.S. Export Control Laws and to ensure compliance therewith; (F) the Group’s business has not been conducted in such way which would or is likely to expose the Group to any material risk of being in violation of the Sanctions Laws and Regulations and the U.S. Export Control Laws; and (G) no action, suit, or to the Covenantor’s knowledge after due and careful enquiry, proceeding, investigation or inquiry by or before any Authority involving the Company or any other member of the Group with respect to the Sanctions Laws and Regulations and the U.S. Export Control Laws is pending or, to the Covenantor’s knowledge after due and careful enquiry, threatened.

11 **United States aspects**

- 11.1 (A) At and as at the Time of Sale (as defined in the International Underwriting Agreement) and as at each Time of Delivery (as defined in the International Underwriting Agreement) and at all times during the period between the date hereof and the latest Time of Delivery (as defined in the International Underwriting Agreement), the Disclosure Package, and any individual Supplemental Offering Material when considered together with the Disclosure Package, did not contain and will not contain an untrue statement of a material fact and did not omit and will not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (B) as at the date of the Final Offering Circular and as at each Time of Delivery (as defined in the International Underwriting Agreement) and at all times during the period between the date of the Final Offering Circular and the latest Time of Delivery (as defined in the International Underwriting Agreement), the Disclosure Package, the Final Offering Circular and any individual Supplemental Offering Material when considered together with the Disclosure Package or the Final Offering Circular, did not contain and will not contain an untrue statement of a material fact and did not omit and will not omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.
- 11.2 None of the Covenantors, their “affiliates” (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act.
- 11.3 Within the preceding six months, none of the Covenantors or any person acting on their behalf has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold to the International Underwriters; each of the Covenantors will take reasonable precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Sole Global Coordinator), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by the International Underwriting Agreement as transactions exempt from the registration provisions of the Securities Act.

12 **Certificates from officers**

- 12.1 Any certificate signed by any officer or representative of any Covenantor and delivered to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, or any Underwriter or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by any Covenantor, as to matters covered thereby, to the Sole Sponsor, the Sole Overall Coordinator, the Sole Global Coordinator, the Joint Bookrunners, the Joint Lead Managers and each Underwriter.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

To be delivered to the Sole Overall Coordinator not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date

1. One certified true copy of the resolutions of the board of directors of the Company in the form previously reviewed and approved by the Sole Overall Coordinator:
 - 1.1 approving and authorising this Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - 1.3 approving and authorising the issue of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular;
 - 1.4 approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes (subject to any necessary amendments).
2. One certified true copy of the resolutions of the shareholder of the Company referred to in the paragraph headed “A. Further Information about Our Group – 4. Resolutions of Our Shareholders in Relation to the Global Offering” in Appendix IV to the Hong Kong Prospectus.
3. One printed copy of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney or authorisation documents.
4. One certified true copy of the certificate relating to the translation of the Hong Kong Prospectus issued by the translator of Shenzhen Yutong Translation Service Co., Ltd. (深圳昱通翻譯服務有限公司) and the certificate issued by Shenzhen Yutong Translation Service Co., Ltd. (深圳昱通翻譯服務有限公司) as to the competency of such translator to the Registrar of Companies in Hong Kong.
5. One certified true copy of each of the responsibility letters, powers of attorney and statements of interests (and any subsequent notification regarding any amendment to the statements of interests (if applicable)) signed by each of the Directors in forms and substance satisfactory to the Sole Overall Coordinator.

6. One certified true copy of each of the executed contracts referred to in the section headed “Statutory and General Information – 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.
7. One certified true copy of the power of attorney or other signing authority if any of the Operative Documents is executed by an attorney of the Company, any of the Directors and the Controlling Shareholders.
8. One certified true copy of each of the executed Cornerstone Investment Agreements.
9. One copy 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, and one copy of the certificate of authorisation of registration of the Hong Kong Prospectus from the Stock Exchange.
10. One signed original of the accountant’s report dated the Hong Kong Prospectus Date from the Reporting Accountant, the text of which is contained in Appendix I to the Hong Kong Prospectus and one copy of each of the representation letters from the Company to the Reporting Accountant.
11. One signed original of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance previously agreed by the Reporting Accountant with the Company, and the Sole Sponsor and the Sole Overall Coordinator, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus.
12. One signed original of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company (copied to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in respect of the statement as to the sufficiency of the Group’s working capital contained in the Hong Kong Prospectus, such letter to be in the form and substance previously agreed by the Reporting Accountant with the Company, and the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).
13. One signed original of the report from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets, the text of which is contained in Appendix II to the Hong Kong Prospectus.
14. One signed original of the comfort letter from the Reporting Accountant, dated the date of the Hong Kong Prospectus and addressed to the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), giving comfort on certain financial information set out in the Prospectus and changes in financial position of the Group and in form and

substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

15. One certified true copy of each of the letters dated the Hong Kong Prospectus Date referred to in the paragraph headed “D. Other Information – 7. Consents of Experts” in Appendix IV to the Hong Kong Prospectus 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 and opinions in the form and context in which they are included.
16. One signed original of the legal opinion from Jia Yuan Law Offices, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, in respect of certain aspects of PRC Laws in relation to the Global Offering.
17. One signed original of the letters from Maples and Calder (Hong Kong) LLP, legal advisers to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of (i) due incorporation and share capital of the Company; (ii) execution of documents in connection with the Global Offering to which it is a party; (iii) payment of any tax in connection with the Global Offering and the transaction contemplated thereunder; and (iv) other matters relating to the Cayman Islands Laws.
18. One signed original of the letter of advice from Maples and Calder (Hong Kong) LLP, legal advisers to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), which letter summarises certain aspects of the Cayman Islands Companies Act.
19. One signed original of the memorandum of advice from Hogan Lovells International LLP, legal advisers to the Company as to U.S. regulatory Laws and international sanctions Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of international laws and regulations relating to trade sanctions.
20. One signed original of the memorandum of advice from Hogan Lovells International LLP, legal advisers to the Company as to U.S. regulatory Laws and international sanctions Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of U.S. anti-money laundering laws and regulations.
21. One signed original of the memorandum of advice from Hogan Lovells International LLP, legal advisers to the Company as to U.S. regulatory Laws and international sanctions Laws, dated the Hong Kong Prospectus Date, and in

form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of U.S. Federal Aviation Administration laws and regulations.

22. One signed original of the legal opinion and due diligence report from Faegre Drinker Biddle & Reath LLP, legal advisers to the Company as to U.S. Laws in relation to the Company's business operations in the United States, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of the Company's business operations in the United States.
23. One signed original of the legal opinion from Merchant & Gould P.C., legal advisers to the Company as to U.S. intellectual property Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of U.S. intellectual property matters.
24. One signed original of the legal opinion from Gravel & Shea PC, legal advisers to the Company as to Vermont Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of (i) the due incorporation and share capital of Superior Aerospace Insurance Company, an indirectly wholly-owned subsidiary of the Company; and (ii) other matters relating to Vermont Laws.
25. One signed original of the legal opinion from Conmy Feste Ltd, legal advisers to the Company as to North Dakota Laws, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), in respect of (i) the due incorporation and share capital of Dakota Aircraft Corporation, an indirectly wholly-owned subsidiary of the Company; and (ii) other matters relating to North Dakota Laws.
26. One signed original of the opinion from the Company's General Counsel, dated the Hong Kong Prospectus Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).
27. One signed original or certified true copy of the PN21 internal control report from the Internal Controls Consultant.
28. One signed original of the environmental, social and governance ("ESG") policy report from Ascent Partners Advisory Service Limited, the ESG consultant of the Company.
29. One signed original or certified true copy of the industry report prepared by the Industry Consultant.
30. One signed original of the signature page to the Verification Notes duly signed by or on behalf of each of the Company and the Directors.

31. One signed original or certified true copy of the Receiving Bank Agreement duly signed by the parties thereto.
32. One certified true copy of the FINI Agreement duly signed by the parties thereto.
33. One certified true copy of the Registrar Agreement duly signed by the parties thereto.
34. One certified true copy of Memorandum and Articles of Association of the Company.
35. One certified true copy of each of the service contracts and letters of appointment with the Directors referred to in the paragraph headed “C. Further Information about Our Directors and Substantial Shareholders – 1. Particulars of Directors’ Service Contracts and Letters of Appointment” in Appendix IV to the Hong Kong Prospectus.
36. One certified true copy of the compliance adviser agreement entered into between the Company and Altus Capital Limited.
37. One signed original of the Group’s memorandum on the profit forecast for the year ending December 31, 2024 and the working capital forecast for the period from May 1, 2024 to December 31, 2025.
38. One certified true copy of the undertaking from the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
39. One certified true copy of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
40. One certified copy of the non-competition undertaking executed by the Controlling Shareholders in favour of the Company on June 24, 2024.
41. One certified copy of each of the following:
 - (i) the certificate of incorporation of the Company;
 - (ii) current business registration certificate of the Company; and
 - (iii) a certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Part B

To be delivered to the Sole Overall Coordinator not later than 9:00 p.m. on the Business Day immediately before the Listing Date

1. One signed original of each of the comfort letters from the Reporting Accountant, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Directors, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other International Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
2. One signed original of the bringdown comfort letter from the Reporting Accountant, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
3. One signed original of the bringdown legal opinions from Jia Yuan Law Offices, legal advisers to the Company as to the PRC Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning such matters as to PRC Laws as the Sole Sponsor and the Sole Overall Coordinator may require.
4. One signed original of the bringdown memorandum of advice from Hogan Lovells International LLP, legal advisers to the Company as to U.S. regulatory Laws and international sanctions Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning international laws and regulations relating to trade sanctions as the Sole Sponsor and the Sole Overall Coordinator may require.
5. One signed original of the bringdown memorandum of advice from Hogan Lovells International LLP, legal advisers to the Company as to U.S. regulatory Laws and international sanctions Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning U.S. anti-money laundering laws and regulations as the Sole Sponsor and the Sole Overall Coordinator may require.
6. One signed original of the bringdown memorandum of advice from Hogan Lovells International LLP, legal advisers to the Company as to U.S. regulatory Laws and international sanctions Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and

addressed to the Company and the Underwriters concerning U.S. Federal Aviation Administration laws and regulations as the Sole Sponsor and the Sole Overall Coordinator may require.

7. One signed original of the bringdown legal opinion and due diligence report from Faegre Drinker Biddle & Reath LLP, legal advisers to the Company as to U.S. Laws in relation to the Company's business operations in the United States, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning the Company's business operations in the United States as the Sole Sponsor and the Sole Overall Coordinator may require.
8. One signed original of the bringdown legal opinion from Merchant & Gould P.C., legal advisers to the Company as to U.S. intellectual property Laws, in form and substance agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning U.S. intellectual property matters as the Sole Sponsor and the Sole Overall Coordinator may require.
9. One signed original of the bringdown legal opinion from Gravel & Shea PC, legal advisers to the Company as to Vermont Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning (i) the due incorporation and share capital of Superior Aerospace Insurance Company, an indirectly wholly-owned subsidiary of the Company; and (ii) other matters relating to Vermont Laws as the Sole Sponsor and the Sole Overall Coordinator may require.
10. One signed original of the bringdown legal opinion from Conmy Feste Ltd, legal advisers to the Company as to North Dakota Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Company and the Underwriters concerning (i) the due incorporation and share capital of Dakota Aircraft Corporation, an indirectly wholly-owned subsidiary of the Company; and (ii) other matters relating to North Dakota Laws as the Sole Sponsor and the Sole Overall Coordinator may require.
11. One signed original of the bringdown opinion from the Company's General Counsel, in form and substance previously agreed by the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), dated the Listing Date and addressed to the Sole Sponsor and the Underwriters.
12. One signed original of each of the legal opinion and Rule 10b-5 disclosure letter of Allen Overy Shearman Sterling, legal advisers to the Company as to United States Laws, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other International Underwriters) and dated the

Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.

13. One signed original of the legal opinion of Allen Overy Shearman Sterling, legal advisers to the Company as to Hong Kong Laws, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
14. One signed original of the letters of Maples and Calder (Hong Kong) LLP, legal advisers to the Company as to Cayman Islands Laws, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
15. One signed original of the legal opinions from King & Wood Mallesons, legal advisers to the Underwriters as to the PRC Laws, in form and substance previously agreed by the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters), dated the Listing Date and addressed to the Company, the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) concerning such matters as to PRC Laws as the Sole Sponsor and the Sole Overall Coordinator may require.
16. One signed original of each of the legal opinion and Rule 10b-5 disclosure letter of Slaughter and May, legal advisers to the Underwriters as to United States Laws, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the other International Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
17. One signed original of the legal opinion of Slaughter and May, legal advisers to the Underwriters as to Hong Kong Laws, addressed to the Sole Sponsor and the Sole Overall Coordinator (for itself and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
18. One signed original of the certificate of the Chief Executive Officer and the Chief Financial Officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
19. One signed original of the officer certificate of each of the Covenantors, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which letter shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the respective Covenantors contained in this Agreement.

20. One signed original of the certificate of the Chief Executive Officer and the Chief Financial Officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular that are not comforted by the Reporting Accountant.
21. One certified true copy of the resolutions of the committee of the board of directors of the Company relating to the Global Offering approving, *inter alia*, the determination of the Offer Price and the basis of allotment and the allotment of the Offer Shares to the allottees.
22. One signed original of the certificate of the Joint Company Secretaries of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Sole Overall Coordinator.
23. One certified true copy of the Stock Borrowing Agreement duly signed by the parties thereto.
24. One certified true copy of the Price Determination Agreement duly signed by the parties thereto.
25. One certified true copy of the declaration substantially in the form set out in Form F (published in the “Regulatory Forms” section of the SEHK’s website from time to time) submitted to the SEHK.
26. One copy of the letter of Admission issued by the Listing Committee.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.9. 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 the 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 the Hong Kong Offer Shares being not less than the number of the Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO service at www.eipo.com.hk or by giving electronic application instructions through the HKSCC EIPO channel complying in all respects with the terms set out in the section headed "How to apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.5. Records of such applications will have to be faxed to the Sole Overall Coordinators (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application".
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

**SCHEDULE 5
ADVERTISING ARRANGEMENTS**

The Formal Notice is to be published on the official website of the SEHK and the website of the Company on the following dates:

Name of Publication	Date of Advertisement
SEHK website	June 28, 2024
Company's website	June 28, 2024

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
 - 1.1 a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
 - 1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - 1.3 a corporation the sole business of which is to hold investments and which is wholly owned by an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; and
 - 1.4 a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “Code”) and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.
 - 2.2 Risk disclosures

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

2.3 Information about us

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

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

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program

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

2.7 Suitability

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

2.8 Investor characterisation/disclosure of sales related information

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

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

5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.

6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

SCHEDULE 7
PRICE DETERMINATION AGREEMENT

[•] 2024

CIRRUS AIRCRAFT LIMITED

(西銳飛機有限公司)

31/F, Tower Two, Times Square
1 Matheson Street
Causeway Bay, Hong Kong

Dear Sirs,

CIRRUS AIRCRAFT LIMITED (西銳飛機有限公司) (the “Company”)

International Offering and Hong Kong Public Offering of [54,875,900] Shares of nominal value of US\$0.50 each in the capital of the Company (the “Global Offering”)

We refer to the Hong Kong underwriting agreement dated [•] 2024 entered into in relation to the above by, amongst others, the Company and ourselves (the “**Hong Kong Underwriting Agreement**”). This is the Price Determination Agreement referred to in the Hong Kong Underwriting Agreement. Capitalised terms in this letter shall bear the same meaning as such terms are defined in the Hong Kong Underwriting Agreement.

We confirm that it has been agreed by the Company and the Sole Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that the Offer Price (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) per Offer Share under the Hong Kong Public Offering shall be HK\$[•] per Offer Share.

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

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

Yours faithfully,

For and on behalf of
**CHINA INTERNATIONAL
CAPITAL CORPORATION HONG
KONG SECURITIES LIMITED**
(for itself and on behalf of the Hong
Kong Underwriters)

Confirmed by

For and on behalf of
CIRRUS AIRCRAFT LIMITED
西銳飛機有限公司

SCHEDULE 8
OFFER SIZE ADJUSTMENT OPTION EXERCISE NOTICE

To: **China International Capital Corporation Hong Kong Securities Limited**
(as the Sole Overall Coordinator (on behalf of the Hong Kong Underwriters))

[•] 2024

Dear Sirs,

Reference is made to the Hong Kong underwriting agreement dated [•], 2024 (the “**Hong Kong Underwriting Agreement**”) between, *inter alia*, we, Cirrus Aircraft Limited, the Sole Overall Coordinator, and the several Hong Kong underwriters listed in Schedule 1 to the Hong Kong Underwriting Agreement (the “**Hong Kong Underwriters**”) in relation to the Hong Kong Public Offering of the Shares of the Company (the “**Shares**”).

Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Hong Kong Underwriting Agreement.

We hereby give you notice of the exercise of our right, pursuant to Clause 2.7 of the Hong Kong Underwriting Agreement, to allot and issue an additional _____ Offer Size Adjustment Option Shares to be allocated between the Hong Kong Public Offering and the International Offering as provided for under the Hong Kong Underwriting Agreement. In accordance to this notice of exercise, we hereby undertake that we shall deliver the Offer Size Adjustment Option Shares free from encumbrance on or around 9:00 a.m. on the Listing Date.

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

This letter may be executed in counterparts. Each counterpart shall constitute an original of this letter but shall together constitute a single document.

We should be grateful if you would confirm your acceptance of the above by countersigning above.

Yours faithfully,

For and on behalf of
Cirrus Aircraft Limited

By: _____
Name:
Title:

For good and valuable consideration, we hereby confirm our acceptance and acknowledgement of the terms set out herein.

For and on behalf of

China International Capital Corporation Hong Kong Securities Limited

By: _____

Name:

Title:

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

JUNE 26, 2024
2024年6月26日

CIRRUS AIRCRAFT LIMITED
西銳飛機有限公司

AND
及

CHINA STRUCTURAL REFORM FUND II CORPORATION
LIMITED
中国国有企业结构调整基金二期股份有限公司

AND
及

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 26, 2024
本协议（本「协议」）于2024年6月26日订立

BETWEEN:
订约方:

- (1) **CIRRUS AIRCRAFT LIMITED**, a company incorporated in the Cayman Islands whose registered address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
西銳飛機有限公司，一家在开曼群岛注册成立的公司，其注册地址位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「**本公司**」）；
- (2) **CHINA STRUCTURAL REFORM FUND II CORPORATION LIMITED**, a company incorporated in the People’s Republic of China whose registered office is at 5th Floor, No. 8, Financial Street 1, Wuxi, the People’s Republic of China (the “**Investor**”); and
中国国有企业结构调整基金二期股份有限公司，一家在中华人民共和国注册成立的公司，其注册办事处位于中华人民共和国无锡市金融一街8号5楼（「**投资者**」）及
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered address is at 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”, the “**Sole Sponsor**” or the “**Sole Overall Coordinator**”).
中国国际金融香港证券有限公司，一家在香港注册成立的公司，其注册地址位于香港中环港景街1号国际金融中心29楼（「**中金**」、「**独家保荐人**」或「**独家整体协调人**」）。

WHEREAS:
鉴于:

- (A) The Company is incorporated in the Cayman Islands and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance (as defined herein below).
本公司为一家于开曼群岛注册成立的公司，并根据《公司条例》（定义见下文）第16部于香港公司注册处注册为非香港公司。
- (B) The Company has made an application for listing of its Shares (as defined herein below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
本公司已通过全球发售（「**全球发售**」）申请使其股份（定义见下文）于联交所（定义见下文）上市，有关发售包括：
 - (i) a public offering by the Company for subscription of 5,487,600 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong**”

Public Offering”); and

本公司作出的公开发售，以供香港公众认购5,487,600股份（可予重新分配）（「香港公开发售」）；及

- (ii) a conditional placing of 49,388,300 Shares by the Company (subject to reallocation and the Over-allotment Option) offered outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“QIBs”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

依据《证券法》（定义见下文）S规例（定义见下文）于美国境外向投资者（包括向香港的专业及机构投资者进行配售）在境外交易中以及根据第144A条（定义见下文）或其他可获得的登记豁免于美国境内向合格的机构投资者（「**合格的机构投资者**」）]有条件配售公司提呈的49,388,300股份（可予重新分配并根据是否行使超额配股权而定）（「**国际发售**」）。

- (C) CICC is acting as the Sole Overall Coordinator and the Sole Sponsor of the Global Offering.

中金担任全球发售的独家整体协调人以及独家保荐人。

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

投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，作为国际发售的一部分，于国际发售中认购投资者股份（定义见下文）。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及释义

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

在本协议（包括其附表及事实陈述部分）中，除非上下文另有说明，下述各个词语、术语和表达具有下述涵义：

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

of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「**控制**」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约亦或其他方式；

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

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

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

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;
「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules of the Listing Rules;
「**经纪佣金**」指按《上市规则》费用规则第7(1)段规定以1%的总投资金额计算的经纪佣金；

“**business day**” means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条款和条件认购投资者股份的交割；

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

to time;

「《公司条例》」指经不时修订、补充或修改的《公司条例》（香港法例第622章）；

“**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》」指经不时修订、补充或修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

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

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

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

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

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

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), 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 any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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所有权附带权，包括相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

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

「**FINI**」具有《上市规则》赋予该词的涵义；

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

「**全球发售**」具有叙文(B)所给予的涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange (including,

without limitation, the Stock Exchange, the SFC and the CSRC), 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;

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

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

「本集团」指本公司及其附属公司;

“**HKS**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

「港元」指香港的法定货币;

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

「香港」指中国香港特别行政区;

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

「香港公开发售」具有叙文(B)所给予的涵义;

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

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

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

「国际发售」具有叙文(B)所给予的涵义;

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

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

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

「投资者相关信息」具有第6.2(i)条所赋予的涵义;

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

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

“**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**」指所有相关司法管辖区的任何有关政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、办法、规则、规例、指引、指导、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), 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**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%会计及财务汇报局交易征费（或上市日期现行的交易征费）；

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

「**上市日期**」指股份首次于联交所主板上市日期；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, 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》及联交所的上市决定、指引和其他要求（均经不时修订或补充）；

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

「**禁售期**」具有第5.1条所给予的涵义；

“**Manager**” means CCT Fund Management Co., Ltd.;

「**管理人**」即诚通基金管理有限公司；

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

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

「**超额配售权**」具有国际发售通函所给予的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any

one of them, as the context shall require;

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

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

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

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

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

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

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

「自营投资基准」指投资者为自身帐户及投资目的而作出但并非代表任何第三方代理的投资，不论该等投资是否为该投资者的任何股东或基金投资者的利益而作出；

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

「招股章程」指本公司就香港公开发售拟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 Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

“**QDII**” means a qualified domestic institutional investor in the PRC, which is licensed by the CSRC to invest in foreign securities markets;

「QDII」指经中国证监会许可投资于境外证券市场的中国境内合格机构投资者；

“**QIB(s)**” has the meaning given to it in Recital (B);
「**合格的机构投资者**」具有叙文(B)所给予的涵义;

“**Regulation S**” means Regulation S under the Securities Act;
「**S规例**」指证券法S规例;

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

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

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

“**Rule 144A**” means Rule 144A under the Securities Act;
「**144A规则**」指《证券法》下的144A规则;

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

「**《证券法》**」指经不时修订、补充或修改的《1933年美国证券法》，以及根据该法颁布的规则和条例;

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

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**《证券及期货条例》**」指经不时修订、补充或修改的《证券及期货条例》（香港法例第571章）;

“**Shares**” means the ordinary shares in the share capital of the Company with a par value of US\$0.50 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「**股份**」指本公司股本中每股面值为0.50美元的普通股，将以港元认购及买卖，并拟在联交所上市;

“**Sole Overall Coordinator**” means the sole overall coordinator appointed by the Company in relation to the Global Offering;
「**独家整体协调人**」指本公司委任的与本次全球发售有关的独家整体协调人;

“**Sole Sponsor**” means the sole sponsor appointed by the Company in relation to

the Global Offering;

「独家保荐人」指由本公司委任的与本次全球发售有关的独家保荐人；

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

「联交所」指香港联合交易所有限公司；

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

「附属公司」具有《公司条例》所给予的涵义

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

「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

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

「美元」指美国的法定货币；及

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

「美国人士」具有证券法S规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:

在本协议中，除非文意另有所指，否则：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
绪言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括绪言和附表；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；
- (f) a reference to a statute, statutory provision, regulation or rule includes a

reference:

凡提述法规、法定条文、规则或规例的提述均包括提述：

- (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;
根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规或法定条文（不论是否修改）；及
 - (iii) to any subordinate legislation made under it;
据此作出的任何附属立法；
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自我监管或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
凡提述「**包括**」之处须分别解释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant

Hong Kong legal term.

凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT 投资

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

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

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

根据国际发售和作为国际发售的一部分，投资者将于上市日期通过独家整体协调人及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的国际代表之身份），按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 The Company and the Sole Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company 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.

本公司和独家整体协调人（代表他自身和全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和独家整体协调人根据

附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

3. 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 jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) at or prior to the Closing:

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) the Offer Price having been agreed according to the price determination agreement to be signed among the parties thereto in connection with the Global Offering;
根据与全球发售有关各方签订的定价协议，已议定发售价；
- (c) the Listing Committee of the Stock Exchange having granted the approval for 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上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；

(d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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

(e) the acknowledgements, representations, undertakings, confirmations and warranties of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

投资者在本协议下给予的承认、声明、承诺、确认和保证截至本协议日期并将会（截至上市日期）在所有方面均属准确、真实并完整且不具误导性以及投资者无重大违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall 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 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 to the Investor's account for making such payment without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives 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, undertakings, acknowledgements and confirmations given by the Investor, under this Agreement during the period until the aforementioned date under this clause.

倘各方于本协议日期后一百八十(180)天（或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保

荐人予以共同宽免），投资者购买及本公司和独家整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业可行的范围内尽快且在任何情况下，不迟于本协议终止后的30天内]原路径退还（不计付利息）予投资者，而本协议将停止及终止，本公司、独家整体协调人及 / 或独家保荐人或其各自附属人士、董事、监事（如适用）、高级人员、雇员以及代表承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 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 Sponsor, or any of their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners or affiliates 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 and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners and representatives 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.

投资者确认，无法保证全球发售将会完成或不会被推迟或终止，或发售价将会在公开文件的指示性范围内，若全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成，或者若发售价未在公开文件的指示范围内，则本公司、独家整体协调人以及独家保荐人、或其各自的董事、监事（如适用）、高级人员、雇员、顾问、代理人、代表、联系人、合作伙伴或附属人士对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成或发售价未在公开文件的指示范围内而向本公司、独家整体协调人及 / 或独家保荐人或其各自的附属人士、董事、监事（如适用）、高级人员、雇员、代理人、顾问、联系人、合作伙伴和代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Overall Coordinator (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the

relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过独家整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司和独家整体协调人决定的时间及方式予以认购。

- 4.2 The Investor shall or shall procure the QDII to make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Overall Coordinator) by same day value credit no later than one (1) day prior to (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares 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 in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor and/or the QDII under this Agreement.

投资者须或须促使QDII按上市日期前不迟于一(1)天或之前（香港时间），无论投资者股份交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于两(2)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者及/或QDII根据本协议应付的总金额。

- 4.3 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 or the QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor or the QDII to the Sole Overall Coordinator in writing no later than three (3) business days prior to the Listing Date. 就投资者股份根据第4.2条作出如期支付后，向投资者或QDII交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者或QDII于上市日期前不迟于三(3)个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

投资者股份的交付亦可由本公司、独家整体协调人、独家保荐人及投资者书

面协定，但应当在行使超额配售权的最后一天后不少于三(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 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 and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall 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.

倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、独家整体协调人及独家保荐人因投资者未能遵守他们于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

- 4.6 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules which requires 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 cannot be satisfied, the Company, the Sole Overall Coordinator and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor or the QDII if it is amongst the top three largest public shareholders of the Company.

倘未能满足上市规则第8.08(3)条之规定，即于上市日期之日，前三大公众股东所拥有公司实益摊占公众总持股的比例不超过50%的条件无法满足，如果投资者是前三大公众股东之一，则本公司、独家整体协调人和独家保荐人有权调整投资者或QDII认购的投资者股份数量的分配。

- 4.7 None of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement if they are prevented or delayed from performing their respective obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Overall Coordinator, the Sole Sponsor and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency,

disaster, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, outbreaks or escalations of diseases or epidemics (including but not limited to SARS, H5N1, MERS and COVID-19), 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, any existing or future act of governmental activity or the like, in which case each of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be entitled to terminate this Agreement forthwith.

倘若因超出本公司、独家整体协调人及独家保荐人及其各自的联属人士（视情况而定）控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则他们无须就任何未能或延迟履行其在本协议下的义务承担法律责任（无论是共同地或个别地）并且本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议，该等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、国家、国际、区域性紧急状况、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通瘫痪、政府运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的爆发或升级、流行病或大流行病的爆发或升级（包括但不限于SARS、H5N1、MERS和COVID-19）、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、政府活动或类似的任何现有或未来行动发生改变；发生前述情况后本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议。

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

- 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 each of the Company, the Sole Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 security convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to enter into a transaction with a third party for disposal of the Relevant Shares; (iii) 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 (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transactions.

在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股

份由该全资附属公司持有)与本公司、独家整体协调人及独家保荐人各方议定、契诺并向其承诺:未经本公司、独家整体协调人及独家保荐人各自的事先书面同意,投资者不会且促使其附属人士不会(不论直接或间接)自上市日期起(包括上市日期当天)六(6)个月期限内(「禁售期」)的任何时间直接或间接(i)以任何方式处置任何相关股份,包括可转换、可交换、可行使其代表接受任何上述证券的权的任何证券,或于持有任何相关股份的任何公司或实体中的任何权益;(ii)同意或签订,或公开宣布任何意向与第三方就处置相关股份进行交易;(iii)允许自己在最终实益拥有人层面发生控制权变更(定义见证监会颁布的《公司收购、合并及股份回购守则》);或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易;

Subject to the above paragraph, 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 and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在本条款的规定下,投资者为其自身及代表其全资附属公司(倘若投资者股份由该全资附属公司持有)与本公司、独家整体协调人及独家保荐人各方议定、契诺并承诺,在禁售期届满后的任何时间,如投资者或任何其全资附属公司进行任何交易以处置任何相关股份、或议定、协议或公布进行此类交易的意向,投资者(为其自身及代表其全资附属公司)应采商业上合理的步骤,以确保该等处置不会造成股份的无序和虚假市场,并应遵守所有适用的法律和法规以及所有有管辖权的证券交易所的规则,包括但不限于《上市规则》、《公司(清盘及杂项条文)条例》、《公司条例》和《证券及期货条例》。

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

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

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Sole Overall Coordinator and the Sole Sponsor, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Overall Coordinator and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Overall Coordinator and the Sole Sponsor may require;

在不迟于五(5)个营业日之前向本公司、独家整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；

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

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

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

该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、承诺和保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；

- (e) 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 favor of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure 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 and gives the same acknowledgement, representations, confirmations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and

restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人），表明其同意及投资者须促致该附属公司同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明、确认、承诺及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议项下所有责任及义务；及

- (f) such wholly-owned subsidiary is (A) a QIB or (B) (i) is not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司是(i)并非且未来也并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于且将来位于美国境外；并(iii)将根据《证券法》S规例在离岸交易中收购相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall 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 at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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 (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接和间接）持有的总持股量应一直低于公司全部已发行股本的10%（或于《上市规则》中所不时规定的用于定义「主要股东」的其他百分比）并在上市日期后的12个月内，其不会成为本公司核心关连人士（根据《上市规则》定义），投资者及其紧密联系人（根据

《上市规则》定义) 直接及间接持有本公司全部已发行股本中的总股权不得造成公众持有的本公司股权 (根据《上市规则》定义并由香港联交所解释, 包括但不限于《上市规则》第 8.08 条) 低于《上市规则》第8.08条的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意, 如果发现上述任何情况, 将以书面形式尽快通知本公司、独家整体协调人及独家保荐人。

- 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 and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall 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 to the best of its knowledge after due and careful enquiry is not aware of any of its associates or its Manager will, 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 Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者同意, 投资者乃按自营投资基准于本公司股本中持有股权, 及应本公司、独家整体协调人及 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据, 证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得, 且经适当及审慎查询后, 据其所知, 投资者并不知悉任何其联系人或管理人将于累计投标过程中申请或预购本公司全球发售的股份 (投资者股份除外) 或申请香港公开发售的股份, 除非获得联交所的豁免或同意。

- 5.5 The Investor and its 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 Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated or amended from time to time) and any other applicable Laws or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, officers, directors or supervisors (where applicable). The Investor will be responsible for any breach of this clause 5.5.

投资者及其董事、高级人员、雇员或代理均不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、高级人员、董事或监事 (如适用) 订立与《上市规则》 (包括《上市规则》附录F1 (《股本证券的配售指引》)、联交所刊发的新上市申请人指南第4.15章 (不时更新或修订) 以及任何有关政府机构的任何其他适用法律和法规或香港监管部门发布的法律和书面指引) 不一致或相悖的任何安排或协议 (包括任何附函)。投资者将对违反本协议第5.5条的行为负责。

- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

投资者将使用内部资源, 而没有获得外部融资, 为其认购投资者股份提供资

金。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺和保证

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that: 投资者向本公司、独家整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认:

- (a) each of the Company, the Sole Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, officers, supervisors (where applicable), 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, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates on the basis that the Global offering is delayed 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;

本公司、独家整体协调人、独家保荐人及他们各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、代理、顾问、联系人、合作伙伴和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示性发售价范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内，前述人士概不会对投资者负有任何法律责任，每位投资者特此放弃由于全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内而对本公司、独家整体协调人和独家保荐人及他们各自的联属人士的任何索赔或诉讼的权利（如有）；

- (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、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及展示。

- (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;
须根据《上市规则》提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向独家整体协调人披露；
- (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;
发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) the Investor Shares will be subscribed for by the Investor or the QDII through the Sole Overall Coordinator and/or their respective affiliates in their capacities as international representatives of the international underwriters of the International Offering;
投资者股份将由投资者或QDII通过独家整体协调人及 / 或其各自的联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (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, the applicable Laws and this Agreement;
投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件、可适用的法律及本协议的条款和条件接受投资者股份；
- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide

For New Listing Applicants published by the Stock Exchange or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份数目可能受根据《上市规则》第18项应用指引及联交所刊发的新上市申请人指南第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (i) the Sole Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company and (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份百分比不得超过50%及(ii)《上市规则》第8.08(1)(a)条或联交所批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Overall Coordinator and 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 Offering;

于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) neither the Company, the Sole Overall Coordinator, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors (if applicable), 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 subscription for, or in relation to any dealings in, the Investor Shares;

本公司、独家整体协调人和独家保荐人或其各自的任何附属公司、代理、董事、监事（如适用）雇员或联属人士或参与全球发售的任何其他方均不对认购或任何有关投资者股份的交易的所有任何税收、法律、货币或其他经济或其他后果承担任何责任；

- (l) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any

general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者认购投资者股份未有基于，而投资者或其任何附属人士或代表其行事的任何人士概无从事或将从事有关投资者股份的(i)任何定向销售（具有《证券法》S规例所指的涵义），或(ii)任何一般招揽或一般广告（具有《证券法》D规例第502(c)条或与投资者股份相关的所作的涉及公开发行的任何行为（定义见《证券法》第4(2)部分）所指的涵义）；

- (m) 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;

投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；

- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

倘若投资者根据《证券法》第144A条认购投资者股份，则投资者股份将构成《证券法》第144条意义上的「限制性证券」；

- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

其明白及同意，仅可依据(A) 根据《证券法》第144条或该条规定的其他可用豁免，在美国境内进行交易；或(B)《证券法》下S规例在美国境外于「离岸」交易（定义见《证券法》S规例）中转让投资者股份，

及须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

- (p) it understands that none of the Company, the Sole Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其明白，本公司、独家整体协调人、独家保荐人、国际发售的任何国际承销商、或其各自的附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表均无就《证券法》下第144条、第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners 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 respective 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(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) 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;

其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露；及(iii)不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；

- (s) 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:

以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其各自代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内

容不得构成不论何种合约或承诺的依据；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (u) 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 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;
其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者或代投资者所要求的与投资投资者股份有关的所有文件和信息；

- (v) 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 and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (w) none of the Sole Overall Coordinator, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), 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, supervisors (where applicable), 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、独家保荐人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者将遵守本协议下不时适用于其本身的所有限制（如有）、《上市规则》、有关各投资者（直接或间接）出售其为或将为或招股章程显示其作为实益拥有人的任何相关股份的任何适用法律；

- (y) it 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 Sponsor or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事（如适用）、高级人员、雇员、顾问、代表或任何参与全球发售的一方均不对认购或收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

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

若全球发售因任何原因推迟或终止或未能完成，除本协议另有约定外，公司、独家整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、顾问、合伙人、代理或代表对投资者或其附属公司概不承担任何责任；

- (aa) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by no later than one (1) day prior to (Hong Kong time) on the Listing Date;

投资者同意，总投资金额和相关的经纪佣金和征费的支付应于上市日期前不迟于一(1)天或之前(香港时间)完成；

- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Sole Overall Coordinator on the other hand in relation to the Global Offering, other than this Agreement entered into by the Investor leading up to the Investor's subscription of the Investor Shares;

除和投资者签署的致使达成投资者认购投资者股份的本协议之外，投资者作为一方，和本公司、本公司的任何股东、独家保荐人及 / 或独家整体协调人作为另一方之间，无任何其他有关全球发售的协议；

- (cc) the Investor understands that no public market now exists for the Investor Shares and that none of the Company, the Sole Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any

parties involved in the Global Offering has made any assurances that a public or active market will ever exist for the Investor Shares;

投资者明白，投资者股份目前并无公开市场，及本公司、独家整体协调人、独家保荐人及全球发售下的承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人和顾问，或任何参与全球发售的相关人士并未就将存在投资者股份的公开或活跃的市场作出担保；

- (dd) 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;

交易股份须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；

- (ee) 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; and

就相关股份而言，未遵守本协议的限制条件进行的发售、出售、质押或其他转让将不获本公司认可；和

- (ff) subject to clause 4, the Company and the Sole Overall Coordinator will have absolute discretion to change or adjust:

受限于第4条内容，本公司、及独家整体协调人将有绝对酌情权更改或调整：

- (i) the number of Shares to be offered pursuant to the Global Offering or any part thereof; and

全球发售或其任何部分拟发售的股份数目；和

- (ii) the allocation of Shares to be offered under the Hong Kong Public Offering and the International Offering, respectively.

香港公开发售和国际发售分别的股份分配。

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

投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺：

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

其已依据其注册成立地点的法律妥为注册成立及有效存续并信誉良好，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其有资格获取和使用本协议项下的信息（包括，除其他外，本协议、招股书和初步发售通函的草稿），且不违反适用于该投资者的所有法律，或不需要在该投资者所在的司法管辖区进行任何注册或获得许可；
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 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 obligations 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 above;
其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议项下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，除上文第3.1条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 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 or acquisition of (as the case may be) the Investor Shares under this

Agreement have been obtained and are in full force and effect and have not been withdrawn, invalidated, revoked or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing forthwith if the Approvals cease to be in full force and effect or is withdrawn, invalidated, revoked or set aside for any reason;

依据适用于投资者的任何相关法律及投资者依据本协议须就认购或收购（视情况）投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且没有被撤回、无效、撤销或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制，投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步协定并承诺，如若批准因任何原因不再完全有效或被撤回、无效、撤销或搁置，将立即以书面方式及时通知本公司、独家整体协调人及独家保荐人；

- (h) the execution and delivery of this Agreement by the Investor, and the performance by each of them of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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，及他们各自履行本协议及认购或收购（视情况而定）投资者股份及此处考量的交易之完成接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者各自的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易分别须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府机构的任何裁决、命令或判令；

- (i) it has complied and will continue to comply with all applicable Laws in all jurisdictions relevant to the subscription for or acquisition of (as the case may be) the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Sole Overall Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and other governmental, public, monetary or regulatory authorities or

bodies or securities exchange, and agrees and consents to the disclosure of, such information (including identity information of the person ultimately responsible for the giving of the instruction relating to the subscription for or acquisition of (as the case may be) the Investor Shares) (collectively, the “**Investor-related Information**”) within the time and as requested by the applicable authorities or bodies or securities exchange (the “**Regulators**”). The Investor further authorizes the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective affiliates to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request;

其已经并将继续遵守有关认购或收购（视情况）投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（「**监管机构**」）的要求在时限内向联交所、证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括最终负责发出有关认购或收购（视情况）投资者股份的指令的人士的身份信息）（统称「**投资者相关信息**」），并接受及同意该等信息的披露。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自联属人士按监管机构的要求向其披露有关本协议项下交易的所有信息；

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

投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and, in the case of the latter, it has read and understood the professional investor treatment notice as set out in Schedule 3 to this Agreement (the “**Professional Investor Treatment Notice**”) and acknowledges and agrees to the Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to “**you**” and “**your**” therein shall refer to and/or with effect with reference to the Investor and relating to the Investor, and references to “**we**” and “**our**” therein shall refer to and/or with effect with reference to the Sole Overall Coordinator and the underwriters in the Global Offering); by entering into this Agreement, it is

not a client of any of the Sole Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;

其常规业务为买卖股份或债权证，或其是专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（“专业投资者认定通知”）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及“阁下”及“阁下的”之处，指投资者及有关投资者且/或具有投资者及有关投资者的效果，凡提及“我们”及“我们的”之处，指全球发售的独家整体协调人和承销商且/或具有全球发售的独家整体协调人和承销商的效果）；通过订立本协议其不再为有关本协议下拟议的交易中的任何独家整体协调人或独家保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is acquiring the Investor Shares in an “offshore transaction” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;
(i)如果在美国境内进行认购投资者股份，应为合格的机构投资者；或(ii)如果在美国境外进行认购投资者股份，其非为美国人士，并不是为美国人士受益而认购投资者股份，并身处于美国境外，并根据《证券法》下S规例所指「离岸交易」以及美国任何州及其他司法管辖区的任何适用证券法收购投资者股份；
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在一项豁免遵守《证券法》登记规定或不受该等规定规限的交易中认购投资者股份；
- (o) to the best of its knowledge after due and careful enquiry, the Investor, its associate(s) and/or its Manager: (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 or shall not constitute a “connected transaction” (as defined in the Listing Rules) and will not result in the Investor and its Manager 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) any connected persons in relation to the control of the Company; and (iii) are not, directly or indirectly, financed, funded or backed by any one of the Company, its directors or their close associates (as defined in the Listing Rules) or senior management, existing shareholders or subsidiaries, or their respective close associates (as defined in the Listing Rules), or any core connected person (as defined in the Listing Rules) of the Company and are not accustomed to take and have not taken any instructions from any one of the Company, its directors or their close associates (as defined in the Listing Rules) or senior management, existing shareholders, subsidiaries, or their respective close associates (as defined in the Listing Rules), or any core connected person in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (iv) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules; 经适当及审慎查询后, 据其所知, 投资者、其联系人及/或其管理人(i) 为独立于本公司的第三方; (ii) (尽管投资者与可能正订立 (或已订立) 本协议所述的任何其他协议的任何其他方存在关系) 并非本公司的关连人士 (定义见《上市规则》) 或联系人, 及投资者认购投资者股份不应且将不会构成“关联交易”(根据《上市规则》定义)或导致投资者及其管理人成为本公司的关连人士 (定义见《上市规则》), 及紧随交割后就本公司控制权将独立于任何关连人士且不会与该等人士一致行动 (定义见证监会发布的《公司收购、合并及股份回购守则》); 及(iii)并非受本公司、本公司的董事或其紧密联系人 (定义见《上市规则》) 或高级管理人员、现任股东、附属公司、或其各自的紧密联系人 (定义见《上市规则》)、或任何核心关连人士 (定义见《上市规则》) 直接或间接融资、提供资金或支持, 及并未习惯于接收及未曾接收任何本公司、本公司的董事或其紧密联系人 (定义见《上市规则》) 或高级管理人员、现任股东、附属公司、或其各自的紧密联系人 (定义见《上市规则》)、或任何核心关连人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令; 及(iv)不属于《上市规则》附录F1第5段 (股本证券的配售指引) 所述人士类别;

- (p) the Investor will use its own funds to subscribe for the Investor Shares, 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;
投资者将用其自有资金认购投资者股份, 且未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资;
- (q) to the best of its knowledge after due and careful enquiry, each of the Investor and /or its associate(s) is not a “connected client” of any of the Sole Overall

Coordinator, the Sole Sponsor, the global coordinator(s), the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

经适当及审慎查询后，据其所知，投资者及/或其联系人非独家整体协调人、独家保荐人、全球协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的「**关连客户**」。词语「**关连客户**」、「**牵头经纪商**」及「**分销商**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

- (r) 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;
投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) to the best of its knowledge after due and careful enquiry, none of the Investor, its associates or its Manager is a director (including as a director within the preceding 12 months) supervisor (where applicable) or an existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
经适当及审慎查询后，据其所知，投资者、其联系人及其管理人均非本公司或其联系人的董事（包括前12个月的董事）、监事（如适用）或当前股东或上述任何职位的提名人士，联交所豁免或同意的除外；
- (t) save as previously notified to the Sole Sponsor and the Sole Overall Coordinator in writing, the Investor and its Manager does not 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;
除先前已书面通知独家保荐人及独家整体协调人外，投资者及其管理人不属于(a)联交所的 FINI 承配人名单模板所载或按FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「**基石投资者**」除外）；或(b)按上市规则（包括但不限于第12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (u) 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;
投资者并未及将不会就分销股份与任何「分销商」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Sole Overall Coordinator to be in breach of such provisions;
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》）的条文、联交所刊发的新上市申请人指南第4.15章以及《上市规则》的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规（不时更新或修订），且不会存在任何会导致公司、独家保荐人及/或独家整体协调人违反该等条文的行为；
- (w) neither the Investor nor any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated and amended from time to time);
投资者、或其联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、联系人、顾问、合伙人、代理或代表，均未通过补充条款或其他方式接受公司、单一最大股东集团、任何集团成员或其各自的联属公司、董事、高级管理人员、雇员、人员、联系人、顾问、合伙人、代理或代表在全球发售中提供的任何直接或间接利益或者签订关于上述事项的任何协议或安排，或者以其他方式从事不符合或违反联交所刊发的新上市申请人指南第4.15章（不时更新或修订）的任何行为或活动；
- (x) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in 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》）所持（直接或间接）本公司已发行股份总数不得导致公众持有（定义见《上市规则》）的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的

百分比；

- (y) the Investor is not subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by their respective subsidiaries, by any connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者依据本协议认购投资者股份时并未获得本公司、各自的附属公司、任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

- (z) to the best of its knowledge after due and careful enquiry, 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;

经适当及审慎查询后，据其所知，投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与彼等概无关联；

- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者或其附属公司、董事、监事（如适用）、高级人员、雇员或代理与本公司或其控股股东、本集团任何成员公司或其各自的联属机构、董事、高级人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与《上市规则》不符的任何附带函件(包括联交所刊发的新上市申请人指南第4.15章)；

- (bb) 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;

除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府机构或任何第三方订立任何安排、协议或承诺；

- (cc) save as previously disclosed to the Company, the Sole Sponsor and the Sole Overall Coordinator in writing, the Investor, its associates and/or its Manager

have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
除先前已向本公司、独家保荐人及独家整体协调人书面披露外，投资者、其联系人及/或管理人未有及将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

- (dd) none of the Investor or any of its associates has applied for or placed an order 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, except that a waiver or consent is obtained from the Stock Exchange.
除依据本协议外，投资者或其任何联系人均未或将申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单，除非获得联交所的豁免或同意。

- 6.3 The Investor represents and warrants to the Company, the Sole Overall 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 Sponsor and the Sole Overall Coordinator 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 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 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 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, including without limitation 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, 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.

投资者向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、独家保荐人及独家整体协调人及彼等各自的联属人士提供及/或应彼等要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、

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

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations 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 Sponsor, the other underwriters of the Global Offering, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者理解，第6.1及6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中不包括）香港法律及美国证券法的要求作出。投资者承认，本公司、独家整体协调人、独家保荐人及承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、同意、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、同意、确认及承认在任何方面不再准确及完整或变得具有误导性时尽快书面通知本公司、独家整体协调人及独家保荐人。

- 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 Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach of this Agreement or any act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), employees, staff, agents or representatives, 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. The provision of this clause 6.5 shall survive the termination of this Agreement in all circumstances, and any indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、代理或代表就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反本协议或本协议下的任何作为或不作为）针对本公司、独家整体协调人、独家保荐人及全球发售的承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。在任何情况下，本协议第 6.5 条的规定均应在本协议终止后继续有效，并且即使本协议终止，投资者在本协议中提供的任何弥偿也应继续有效。

- 6.6 The Investor unconditionally and irrevocably undertakes and guarantees to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that it will procure the QDII to undertake that, conditional upon timely and full payment of the QDII trust fund by the Investor, QDII shall make full payment of the Aggregate Investment Amount, the related Brokerage and Levies to such Hong Kong dollar bank account as may be notified by the Sole Overall Coordinator and the Sole Sponsor.

投资者无条件且不可撤销地向本公司、独家整体协调人和独家保荐人承诺并保证其将促使QDII承诺，在投资者按时足额缴纳QDII信托资金的前提下，QDII将按时将总投资金额、经纪佣金和征费全额支付至独家整体协调人和独家保荐人书面通知的港元银行账户。

- 6.7 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 (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.

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

- 6.8 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其依据成立地的法律妥为注册成立及有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) subject to payment in accordance with clause 4.2 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;
在第5.1条所载的禁售期以及第4.2条规定的付款的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
- (d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), 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 Guide For New Listing Applicants published by the Stock Exchange) (as updated or amended from time to time) with any of the Investors, or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员、及代理均未与任何投资者或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括联交所刊发的新上市申请人指南第4.15章）（不时更新或修订）的任何协议或安排（包括单边保证函）；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, supervisors (where applicable), officers, employees, or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员、及代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.9 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 Offering.

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

权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可：

- (a) in accordance with clauses 3.2, 4.5 and 4.7;
根据第3.2条、第4.5条和第4.7条予以终止；
- (b) solely by the Company, or by each of the Sole Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者于国际发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人单方予以终止（尽管本协议中任何条文存在相反的规定）；或
- (c) with the written consent of all the Parties.
经各方书面同意予以终止。

7.2 Without prejudice to clause 7.3, 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. In the event that this Agreement is terminated in accordance with the terms and conditions of this Agreement, any principal amount paid by the Investor under this Agreement to any other party will be repaid to the Investor to the Investor's account for making such payment by such other party as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement.

在不影响7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。如果本协议根据本协议所载条款和条件予以终止，投资者根据本协议支付予任何其他方的任何款项须由该方在商业可行的情况尽快且在任何情况下，不迟于本协议终止后的30天内原路径向投资者退还本金。

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive the termination of this Agreement in all circumstances.
尽管有前述规定，第6.5条及投资者提供的弥偿在任何情况下均应在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement, 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 Sponsor and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司独家整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator and/or the Sole Sponsor are 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 and/or the Sole Sponsor in connection with the Global Offering;

联交所、证监会、中国证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或其代表将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人或上述人士代表将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

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

该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及

相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation 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. 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

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

投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Overall 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 and the Sole Sponsor and their respective counsels.

本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 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 background information, its relationship with the Company, and 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 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 Sponsor and/or the Sole Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC and the CSRC.
- 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关、涉及其背景信息及与本公司的关系及涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及 / 或独家整体协调人能够遵守适用的公司或证券登记及 / 或包括但不限于联交所、证监会及中国证监会在内的主管监管机构的要求。

9. NOTICES 通知

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

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

If to the Company, to:

若发送至本公司，则发送至：

Address: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States

地址： 4515 Taylor Circle, Duluth, Minnesota, 55811, United States

Email: dmumford@cirrusaircraft.com

邮件： dmumford@cirrusaircraft.com

Telephone: 1-218-788-3256

电话： 1-218-788-3256

Attention: Dan Mumford

收件人： Dan Mumford

If to CICC, to:

若发送至中金，则发送至：

Address: 29th Floor, One International Finance Centre, 1 Harbour View Street,

Central, Hong Kong
地址： 香港中环港景街1号国际金融中心29楼

Email: IB_apollo2023@cicc.com.cn
邮件： IB_apollo2023@cicc.com.cn

Telephone:010-65051166
电话： 010-65051166

Attention: Conglu Yue
收件人： 岳丛璐

If to the Investor, to:

若发送至投资者，则发送至：

Address: 11th Floor, Chengtong Building, Building 2, No. 12 Zhongguancun
South C Street, Haidian District, Beijing, the PRC
地址： 中华人民共和国北京市海淀区中关村南大街丙 12 号院 2 号楼诚通
大厦11层

Email: lixixi@cctfund.cn
邮件： lixixi@cctfund.cn

Telephone:010-82371745
电话： 010-82371745

Facsimile: 010-83271742
传真： 010-83271742

Attention: Xixi Li
收件人： 李茜茜

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、传真、邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电子邮件发送，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，

除非发件人收到电子邮件被自动回复显示该电子邮件未被递送)；若通过预付邮件发送(在无提前接收证据的情况下)，则为邮递48小时之后(或若通过空邮发送，则为六日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL 一般条款

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

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

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目、发售价的计算及投资者根据本协议第4.2条应支付的金额的决定为最终及有约束力的计算及决定。

- 10.3 The Investor, the Company, the Sole Overall 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 and the transactions contemplated under this Agreement.

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

- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。

- 10.5 In the event of any discrepancies, inconsistencies or ambiguities between the English version and the Chinese version of this Agreement, the Chinese version shall prevail.
本协议的中、英文版本如出现任何差异、不一致或模糊的情况，应以中文版本为准。
- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.9 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.
本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第10.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

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

受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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

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

独家整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

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

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

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Subject to clause 10.4, 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, and obligations under this Agreement shall not be assignable.

本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。受限于第10.4条之约定，除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利，本协议项下的义务不可转让。

10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Overall 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.

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

10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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

10.17 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which

the information contained in the document is communicated.

各方不可撤销且无条件地同意，本协议可通过根据适用法律附加电子签名的方式签署，并且所使用的方法对于文档中所包含信息的传输目的是可靠且适当的。

11. GOVERNING LAW AND JURISDICTION 管辖法律和司法管辖权

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

本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律须为香港法。将有三(3)位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. IMMUNITY 豁免

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration

proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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

13. PROCESS AGENT 法律程序文件代理

- 13.1 The Investor irrevocably appoints EverestLu Holdings Limited at Suite 5704, 57/F, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong.

投资者不可撤销地委任EverestLu Holdings Limited（地址为香港湾仔港湾道18号中环广场57楼5704室）为其及代表其在香港接受法律程序的送达。

- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sole Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Sole Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within thirty (30) days thereof.

如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家整体协调人和独家保荐人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的30天内向本公司、独家整体协调人和独家保荐人发送其接受委任文件的副本。

14. COUNTERPARTS 副本

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts

shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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

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

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:

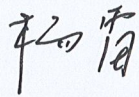
为及代表:

CIRRUS AIRCRAFT LIMITED

西锐飞机有限公司

By:

签署人:



Name: Lei YANG

姓名: 杨雷

Title: Non-executive Director and Chairman of the Board of Directors

职衔: 非执行董事及董事长

FOR AND ON BEHALF OF:
为及代表:

CHINA STRUCTURAL REFORM FUND II CORPORATION LIMITED
中国国有企业结构调整基金二期股份有限公司

By:
签署人:



Name:

姓名: 童来明

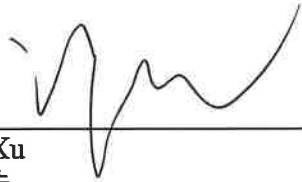
Title:

职衔: 中国国有企业结构调整基金二期股份有限公司 总经理

FOR AND ON BEHALF OF:
为及代表:

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

By:
签署人:



Name: Jia Xu

姓名: 许佳

Title: Managing Director

职衔: 董事总经理

SCHEDULE 1 附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares to be subscribed for by the Investor or the QDII shall be equal to (1) Hong Kong dollar 156,214,000 (HK\$156,214,000) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 Shares.

投资者或QDII将认购的投资者股份数目应等于(1) 156,214,000 港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，下舍入至最接近100股份的整数每手买卖单位。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor or the QDII under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – 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 Offering. Further, the Sole Overall Coordinator and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据《上市规则》第18项应用指引第4.2段、联交所刊发的新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者或QDII根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或（ii）《上市规则》第8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

SCHEDULE 2 附表二

**PARTICULARS OF INVESTOR
投资者详情**

The Investor

投资者

Place of incorporation: 注册成立地:	The People's Republic of China 中华人民共和国
Certificate of incorporation number: 注册证书编号:	91320200MA26R2TB3H
Business registration number: 商业登记号码:	91320200MA26R2TB3H
LEI number: LEI 号码:	N/A
Business address and telephone number and contact person: 营业地址、电话号码及联系人:	Business address: 11th Floor, Chengtong Building, Building 2, No. 12 Zhongguancun South C Street, Haidian District, Beijing, the PRC Telephone number: 010 82371745 Contact person: Xixi Li 营业地址: 北京市海淀区中关村南大街丙 12 号院 2 号楼诚通大厦11层 电话号码: 010 82371745 联系人: 李茜茜
Principal activities: 主要业务:	Equity investment, investment management and asset management, etc., with private equity funds 以私募基金从事股权投资、投资管理、资产管理等活动
Ultimate controlling shareholder: 最终控股股东:	State-owned Assets Supervision and Administration Commission of the State Council ("SASAC") of the PRC 中国国务院国有资产监督管理委员会
Place of incorporation of ultimate controlling shareholder(s): 最终控股股东的注册地:	N/A
Business registration number of	N/A

<p>ultimate controlling shareholder(s): 最终控股股东的商业登记号码:</p>	
<p>LEI number of ultimate controlling shareholder: 最终控股股东的LEI 号码:</p>	N/A
<p>Principal activities of ultimate controlling shareholder(s): 最终控股股东的的主要业务:</p>	<p>The State-owned Assets Supervision and Administration Commission of the State Council is a special agency directly under the State Council. As authorized by the State Council and in accordance with the Company Law of the People’s Republic of China and other laws and administrative regulations, it performs the responsibilities as an investor, guides and promotes the reform and reorganization of state-owned enterprises; supervises the maintenance and appreciation of state-owned assets of the enterprises under its supervision and enhances the management of state-owned assets; promotes the construction of modern enterprise systems for state-owned enterprises and improve corporate governance structures; and promote strategic adjustments to the structure and layout of the state-owned economy.</p> <p>国务院国有资产监督管理委员会为国务院直属特设机构，根据国务院授权，依照《中华人民共和国公司法》等法律和行政法规履行出资人职责，指导推进国有企业改革和重组；对所监管企业国有资产的保值增值进行监督，加强国有资产管理的工作；推进国有企业的现代企业制度建设，完善公司治理结构；推动国有经济结构和布局的战略性调整。</p>
<p>Shareholder and interests held: 股东及持有之权益:</p>	<p>China Chengtong Holdings Group Ltd. 中国诚通控股集团有限公司: 35.29%</p> <p>Wuxi Taihu Industrial Development Investment Fund (Limited Partnership) 无锡太湖产业发展投资基金（有限合伙）: 17.65%</p> <p>China Mobile Communications Group Co., Ltd. 中国移动通信集团有限公司: 9.57%</p> <p>China Telecom Group Investment Co., Ltd. 中国电信集团投资有限公司: 7.98%</p> <p>China Energy Funds Management Co., Ltd. 中能建基金管理有限公司: 6.38%</p> <p>China Railway Capital Co., Ltd. 中铁资本有限公司: 6.38%</p> <p>China Resources Investment and Entrepreneurship (Tianjin) Co., Ltd. 华润投资创业（天津）有限公司: 4.79%</p> <p>China Electrical Equipment Group Co., Ltd. 中国电气装备集团有限公司: 2.39%</p>

	<p>China XD Group Co., Ltd. 中国西电集团有限公司: 2.39%</p> <p>China Communications Construction Company Limited 中国交通建设股份有限公司: 3.19%</p> <p>CCCC Investment Company Ltd. 中交投资有限公司: 1.60%</p> <p>China Jiaotong City Investment Holding Co., Ltd. 中交城市投资控股有限公司: 1.60%</p> <p>China Merchants Securities Co. Ltd. 招商证券投资有限公司: 0.80%</p>
<p>Description of the Investor for insertion in the Prospectus:</p> <p>投资者在招股章程中的描述:</p>	<p>China Structural Reform Fund II Corporation Limited* (中国国有企业结构调整基金二期股份有限公司) (“China Structural Reform Fund II”), a company incorporated in the People’s Republic of China, is indirectly and ultimately controlled by the State-owned Assets Supervision and Administration Commission of the State Council (“SASAC”). China Chengtong Holdings Group Ltd.* (中国诚通控股集团有限公司), a company controlled by SASAC, holds approximately 35.29% equity interest of China Structural Reform Fund II. CCT Fund Management Co., Ltd.* (诚通基金管理有限公司), a wholly-owned subsidiary of China Chengtong Holdings Group Ltd., is the manager of China Structural Reform Fund II and is responsible for its fund management and general affairs. China Structural Reform Fund II is engaged in equity investment, investment management and asset management and other businesses with private equity funds, with a registered capital of RMB62.7 billion. China Structural Reform Fund II became acquainted with the Company through the introduction of the Sole Overall Coordinator.</p> <p>For the purpose of this cornerstone investment, China Structural Reform Fund II has engaged Huaneng Guicheng Trust Corporation Limited* (华能贵诚信托有限公司), an asset manager that is a qualified domestic institutional investor as approved by the relevant PRC authority, in the name of CIB-HUANENG TRUST XIRUI CAIFUGUANLI (华能信托-熙锐财富管理信托) to subscribe for and hold such Offer Shares on a discretionary basis on behalf of China Structural Reform Fund II.</p> <p>中国国有企业结构调整基金二期股份有限公司（「国调基金二期」）是一家于中国注册成立的公司，由国务院国有资产监督管理委员会（「国资委」）间接地最终实际拥有控制权。中国诚通控股集团有限公司，一家国资委控制的公司，持有国调基金二期的约35.29%股权。中国诚通控股集团有限公司的全资子公司诚通基金管理有限公司是国调基金二期的管理人，负责基金管理和执行事务。国调基金二期以私募基金从事股权投资、投资管理、资产管理等业</p>

	<p>务，注册资本为627亿元人民币。国调基金二期通过独家整体协调人的介绍认识了本公司。</p> <p>就此基石投资而言，国调基金二期已委任华能贵诚信托有限公司（中国相关部门批准为合资格境内机构投资者的资产管理人）以华能信托-熙锐财富管理信托的名义代表国调基金二期全权认购并持有相关发售股份。</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 places):</p> <p>相关投资者类别（根据要求包含在联交所的FINI承配人名单模板中或按FINI界面要求须披露的承配人类别）：</p>	<p>Cornerstone Investor</p> <p>基石投资者</p>

SCHEDULE 3 附录三

Professional investor treatment notice 专业投资者认定通知

Part A – Institutional investor treatment notice 甲部 – 机构投资者认定通知

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”).

因阁下属于《证券及期货条例》附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“机构专业投资者”）。

2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “Code”), we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“操守准则”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

2.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；

2.2 Client agreement

客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述;

2.3 Information for client

给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息;
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽速确认交易的要目;
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “Program”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划 (“该计划”) 的文件 (若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券);

2.4 Discretionary accounts

全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权; 以及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第2.4(i)段所述的授权。

3. You 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.

阁下同意及承认, 我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》(香港法例第571Q章)下规定的任何成交单据、户口结单或收据。

Part B – CORPORATE PROFESSIONAL investor treatment notice

乙部 – 法团专业投资者认定通知

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”).
因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“专业投资者规则”）第3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“法团专业投资者”）

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

以下人士为专业投资者规则第3(a)、(c)及(d)条项下的法团专业投资者：

- (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:
指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者

- (A) as stated in the most recent audited financial statement prepared:
以记载于：

- (I) in respect of the trust corporation; and
该信托法团的；并
(II) within 16 months before the relevant date;
在有关日期前16个月内

拟备的最近期经审计财务报表的总资产为准；

- (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:
以参照记载于：

- (I) in respect of the trust or any of the trusts; and
该信托或其中任意一个相关信托的；并
(II) within 16 months before the relevant date; or
在有关日期前16个月内

拟备的一份或多份最近期经审计财务报表的总资产为准；或者

- (C) as ascertained by referring to one or more custodian statements issued to the trust corporation:
以参照记载于：

- (I) in respect of the trust or any of the trusts; and

该信托或其中任意一个相关信托的；并

- (II) within 12 months before the relevant date;
在有关日期前12个月内

发给该信托法团的一份或多份保管人结单的总资产为准

- (ii) any corporation or partnership having:
具备以下条件的任何法团或合伙企业：

- (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency; or
拥有不少于800万港元（或任何等值外币）的投资组合；或
- (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
拥有不少于4,000万港元（或任何等值外币）总资产，

at the relevant date or as ascertained by referring to:
以上金额以有关日期当日为准，或是参照：

- (C) the most recent audited financial statement prepared:
记载于：

- (I) in respect of the corporation or partnership (as the case may be); and
该法团或合伙企业（取其适用者）的；并

- (II) within 16 months before the relevant date; or
在有关日期前16个月内

拟备的最近期经审计财务报表的数额为准；或

- (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
参照记载于有关日期前12个月内发给该法团或合伙企业（取其适用者）的一份或多份保管人结单的数额为准；以及

- (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:
在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：

- (A) a trust corporation that falls within the description in paragraph (i);
符合第(i)段所述的信托法团；

- (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人;
- (C) a corporation that falls within the description in paragraph (ii);
符合第(ii)段所述的法团;
- (D) a partnership that falls within the description in paragraph (ii).
符合第(ii)段所述的合伙企业。

2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code ("CPI Assessment") and concluded that:

我们已按照操守准则第15.3A段对阁下进行评估（“法团专业投资者评估”），结论为：

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.

阁下符合以上第1段对“专业投资者”的定义，并符合法团专业投资者评估的准则，这特指阁下有恰当的企业结构和投资程序及控制，且负责代表阁下作出投资决定的人士具备充分的投资背景，而且，阁下亦知悉本协议项下拟投资的相关产品及 / 或市场所涉及的风险。

OR
或

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but do not satisfy the criteria under the CPI Assessment.

阁下符合以上第1段对“专业投资者”的定义，但不符合法团专业投资者评估的准则。

3. Where paragraph 2(a) is applicable, you consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor 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:

如第2(a)段适用，阁下同意被视为法团专业投资者，并明白同意被视为法团专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

3.1 Information about clients
关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
确保推荐的意见或采购活动切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；

3.2 Client agreement 客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

3.3 Information for client 给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽快确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “Program”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的

证券)；

3.4 Discretionary accounts
全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第2.4(i)段所述的授权。

4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor 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:
如适用第2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

4.1 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about the business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
为向阁下提供该计划的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）

5. 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.

阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为

法团专业投资者。

6. You 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.
阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

Part C – Individual PROFESSIONAL investor treatment notice
丙部 – 个人专业投资者认定通知

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“Professional Investor Rules”) (“Individual Professional Investor”).
因阁下属于《证券及期货（专业投资者）规则》（香港法例第571D章）（“专业投资者规则”）第3(b)条中所述的一类人士，故阁下为专业投资者（“个人专业投资者”）。

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

以下人士为专业投资者规则第3(b)条项下的个人专业投资者：

- (i) any individual, either alone or with any of his 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:
单独或联同其联系人于某联权共有账户拥有不少于800万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
- (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date;
or
以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
- (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.
以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。

2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor 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:

阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

- (i) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；
 - (iii) provide you with documentation on the NASDAQ – Amex Pilot Program (the “Program”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
和为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）。
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. You 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.
阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。
5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.
如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务情况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附录三丙部本第5段。

CORNERSTONE INVESTMENT AGREEMENT

基石投资协议

JUNE 26, 2024

2024年6月26日

CIRRUS AIRCRAFT LIMITED

西銳飛機有限公司

AND

及

**TAICANG HIGH TECH SCIENCE AND INNOVATION DEVELOPMENT CO.,
LTD.**

太仓高新科创发展有限公司

AND

及

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

中国国际金融香港证券有限公司

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THIS AGREEMENT (this “**Agreement**”) is made on June 26, 2024
本协议（本「协议」）于2024年6月26日订立

BETWEEN:
订约方:

- (1) **CIRRUS AIRCRAFT LIMITED**, a company incorporated in the Cayman Islands whose registered address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
西銳飛機有限公司，一家在开曼群岛注册成立的公司，其注册地址位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「**本公司**」）；
- (2) **TAICANG HIGH TECH SCIENCE AND INNOVATION DEVELOPMENT CO., LTD.**, a company incorporated in the PRC whose registered office is at 11/F, Building 11, Phase I, University Science and Technology Park, No. 20 Jianxiang Road, Southern Suburb, Chengxiang Town, Taicang City, Suzhou City, Jiangsu Province, China (the “**Investor**”); and
太仓高新科创发展有限公司，一家在中国注册成立的公司，其注册办事处位于江苏省苏州市太仓市城厢镇南郊建雄路20号大学科技园一期11号楼11楼（「**投资者**」）及
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered address is at 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”, the “**Sole Sponsor**” or the “**Sole Overall Coordinator**”).
中国国际金融香港证券有限公司，一家在香港注册成立的公司，其注册地址位于香港中环港景街1号国际金融中心29楼（「**中金**」、「**独家保荐人**」或「**独家整体协调人**」）。

WHEREAS:
鉴于:

- (A) The Company is incorporated in the Cayman Islands and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance (as defined herein below).
本公司为一家于开曼群岛注册成立的公司，并根据《公司条例》（定义见下文）第16部于香港公司注册处注册为非香港公司。
- (B) The Company has made an application for listing of its Shares (as defined herein below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
本公司已通过全球发售（「**全球发售**」）申请使其股份（定义见下文）于联交所（定义见下文）上市，有关发售包括：
 - (i) a public offering by the Company for subscription of 5,487,600 Shares

(subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and

本公司作出的公开发售，以供香港公众认购5,487,600股份（可予重新分配）（「香港公开发售」）；及

- (ii) a conditional placing of 49,388,300 Shares by the Company (subject to reallocation and the Over-allotment Option) offered outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

依据《证券法》（定义见下文）S规例（定义见下文）于美国境外向投资者（包括向香港的专业及机构投资者进行配售）在境外交易中以及根据第144A条（定义见下文）或其他可获得的登记豁免于美国境内向合格的机构投资者（「**合格的机构投资者**」）有条件配售公司提呈的49,388,300股份（可予重新分配并根据是否行使超额配股权而定）（「**国际发售**」）。

- (C) CICC is acting as the Sole Overall Coordinator and the Sole Sponsor of the Global Offering.

中金担任全球发售的独家整体协调人以及独家保荐人。

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

投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，作为国际发售的一部分，于国际发售中认购投资者股份（定义见下文）。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及释义

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

在本协议（包括其附表及事实陈述部分）中，除非上下文另有说明，下述各个词语、术语和表达具有下述涵义：

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common

control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「**控制**」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约亦或其他方式；

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

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

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

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;
「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules of the Listing Rules;
「**经纪佣金**」指按《上市规则》费用规则第7(1)段规定以1%的总投资金额计算的经纪佣金；

“**business day**” means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条款和条件认购投资者股份的交割；

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

「《公司条例》」指经不时修订、补充或修改的《公司条例》（香港法例第622章）；

“**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》」指经不时修订、补充或修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

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

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

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

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

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

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), 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 any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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所有权附带权，包括相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果；或

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

直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

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

「**FINI**」具有《上市规则》赋予该词的涵义；

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

「**全球发售**」具有叙文(B)所给予的涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the SFC and the CSRC), 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;

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

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

「**本集团**」指本公司及其附属公司；

“**HKS**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

「**港元**」指香港的法定货币；

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

「**香港**」指中国香港特别行政区；

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

「**香港公开发售**」具有叙文(B)所给予的涵义；

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

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

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

「**国际发售**」具有叙文(B)所给予的涵义；

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

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

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

「**投资者相关信息**」具有第6.2(i)条所赋予的涵义；

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

「**投资者股份**」指在国际发售中可供投资者或QDII根据本协议条款和条件认

购的股份数目，其根据附表一的规定进行计算，并由本公司和独家整体协调人代表厘定；

“**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**」指所有相关司法管辖区的任何有关政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、办法、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), 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**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%会计及财务汇报局交易征费（或上市日期现行的交易征费）；

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

「**上市日期**」指股份首次于联交所主板上市日期；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, 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》及联交所的上市决定、指引和其他要求（均经不时修订或补充）；

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

「**禁售期**」具有第5.1条所给予的涵义；

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

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

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

「**超额配售权**」具有国际发售通函所给予的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any

one of them, as the context shall require;

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

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

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

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

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

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

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

「自营投资基准」指投资者为自身账户及投资目的而作出但并非代表任何第三方代理的投资，不论该等投资是否为该投资者的任何股东或基金投资者的利益而作出；

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

「招股章程」指本公司就香港公开发售拟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 Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

“**QDII**” means a qualified domestic institutional investor in the PRC, which is licensed by the CSRC to invest in foreign securities markets;

「QDII」指经中国证监会许可投资于境外证券市场的中国境内合格机构投资者；

“**QIB(s)**” has the meaning given to it in Recital (B);
「**合格的机构投资者**」具有叙文(B)所给予的涵义；

“**Regulation S**” means Regulation S under the Securities Act;
「**S规例**」指证券法S规例；

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

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

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

“**Rule 144A**” means Rule 144A under the Securities Act;
「**144A规则**」指《证券法》下的144A规则；

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

「**《证券法》**」指经不时修订、补充或修改的《1933年美国证券法》，以及根据该法颁布的规则和条例；

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a par value of US\$0.50 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「**股份**」指本公司股本中每股面值为0.50美元的普通股，将以港元认购及买卖，并拟在联交所上市；

“**Sole Overall Coordinator**” means the sole overall coordinator appointed by the Company in relation to the Global Offering;

「**独家整体协调人**」指本公司委任的与本次全球发售有关的独家整体协调人；

“**Sole Sponsor**” means the sole sponsor appointed by the Company in relation to the Global Offering;

「**独家保荐人**」指由本公司委任的与本次全球发售有关的独家保荐人；

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

「**联交所**」指香港联合交易所有限公司；

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

「**附属公司**」具有《公司条例》所给予的涵义

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

「**美国**」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

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

「**美元**」指美国的法定货币；及

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

「**美国人士**」具有证券法S规例赋予该词的涵义。

1.2 In this Agreement, unless the context otherwise requires:

在本协议中，除非文意另有所指，否则：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
绪言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括绪言和附表；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；

- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法规、法定条文、规则或规例之处均包括提述：
- (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;
根据任何法规、法定条文、规则或规例不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规、法定条文、规则或规例（不论是否修改）；及
 - (iii) to any subordinate legislation made under it;
据此作出的任何附属立法；
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自我监管或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
凡提述「**包括**」之处须分别解释为包括但不限于；及

- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT 投资

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

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and/or 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 Offering on the Listing Date and through the Sole Overall Coordinator and/or its affiliates in its capacity as international representative of the international underwriters of the relevant portion of the International Offering; and

根据国际发售和作为国际发售的一部分，投资者将于上市日期通过独家整体协调人及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的国际代表之身份），按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

- 2.2 The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary

of the Investor that is a Professional Investor and is (A) a QIB or (B) (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in reliance on Regulation S under the Securities Act, provided that:

投资者可以在不迟于上市日期前三个营业日向本公司、独家整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(A)为合格的机构投资者或(B) (i)并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

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

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

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

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 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 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.

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

- 2.3 The Company and the Sole Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company 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.

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

3. **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 jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) at or prior to the Closing:

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated; 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间

和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

- (b) the Offer Price having been agreed according to the price determination agreement to be signed among the parties thereto in connection with the Global Offering;
根据与全球发售有关各方签订的定价协议，已议定发售价；
- (c) the Listing Committee of the Stock Exchange having granted the approval for 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上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何有关政府机构未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) the acknowledgements, representations, undertakings, confirmations and warranties of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
投资者在本协议下给予的承认、声明、承诺、确认和保证截至本协议日期并将会（截至上市日期）在所有方面均属准确、真实并完整且不具误导性以及投资者无重大违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall 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 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 in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives 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, undertakings, acknowledgements and confirmations given by the Investor, under this Agreement during the period until the aforementioned date under this clause.

倘各方于本协议日期后一百八十(180)天（或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以共同宽免），投资者购买及本公司和独家整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业可行的范围内尽快且在任何情况下，不迟于本协议终止后的30天内退还（不计付利息）予投资者，而本协议将停止及终止，本公司、独家整体协调人及 / 或独家保荐人或其各自附属人士、董事、监事（如适用）、高级人员、雇员以及代表承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 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 Sponsor, or any of their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners or affiliates 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 and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners and representatives 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.

投资者确认，无法保证全球发售将会完成或不会被推迟或终止，或发售价将会在公开文件的指示性范围内，若全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成，或者若发售价未在公开文件的指示范围内，则本公司、独家整体协调人以及独家保荐人、或其各自的董事、监事（如适用）、高级人员、雇员、顾问、代理人、代表、联系人、合作伙伴或联属人士对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成或发售价未在公开文件的指示范围内而向本公司、独家整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理人、顾问、联系人、合作伙伴和代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Overall Coordinator (and/or its affiliates) in its capacity as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过独家整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司和独家整体协调人决定的时间及方式予以认购。

- 4.2 The Investor shall or shall procure the QDII to make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sole Overall Coordinator) by same day value credit no later than one (1) day prior to (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares 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 in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor and/or the QDII under this Agreement.

投资者须或须促使QDII按上市日期前不迟于一(1)天或之前（香港时间），无论投资者股份交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于两(2)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者及/或QDII根据本协议应付的总金额。

- 4.3 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 or the QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor or the QDII to the Sole Overall Coordinator in writing no later than three (3) business days prior to the Listing Date. 就投资者股份根据第4.2条作出如期支付后，向投资者或QDII交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者或QDII于上市日期前不迟于三(3)个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
投资者股份的交付亦可由本公司、独家整体协调人、独家保荐人及投资者书面协定，但应当在行使超额配售权的最后一天后不迟于三(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 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 and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator and the Sole Sponsor may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、独家整体协调人及独家保荐人因投资者或其实益拥有人未能遵守他们于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者或其实益拥有人各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

- 4.6 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules which requires 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 cannot be satisfied, the Company, the Sole Overall Coordinator and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor or the QDII if it is amongst the top three largest public shareholders of the Company.

倘未能满足《上市规则》第8.08(3)条之规定，即于上市日期之日，前三大公众股东所拥有公司实益占公众总持股的比例不超过50%的条件无法满足，如果投资者是前三大公众股东之一，则本公司、独家整体协调人和独家保荐人有权调整投资者或QDII认购的投资者股份数量的分配。

- 4.7 None of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement if they are prevented or delayed from performing their respective obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Overall Coordinator, the Sole Sponsor and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, outbreaks or escalations of diseases or epidemics (including but not limited to SARS, H5N1, MERS and COVID-19), 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, any existing or future act of governmental activity or the like, in which case each of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be entitled to terminate this Agreement forthwith.

倘若因超出本公司、独家整体协调人及独家保荐人及其各自的联属人士（视情况而定）控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则他们无须就任何未能或延迟履行其在本协议下的义务承担法律责任（无论是共同地或个别地）并且本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议，该等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、国家、国际、区域性紧急状况、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通瘫痪、政府运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的爆发或升级、流行病或大流行病的爆发或升级（包括但不限于SARS、H5N1、MERS和COVID-19）、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、政府活动或类似的任何现有或未来行动发生改变；发生前述情况后本公司、独家整体协调人及独家保荐人及其各自的联属人士有

权终止本协议。

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

- 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 each of the Company, the Sole Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 security convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to enter into a transaction with a third party for disposal of the Relevant Shares; (iii) 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 (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transactions.

在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并向其承诺：未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，投资者不会且促使其联属人士不会（不论直接或间接）自上市日期起（包括上市日期当天）六(6)个月期限内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份，包括可转换、可交换、可行使其代表接受任何上述证券的权利的任何证券，或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或签订，或公开宣布任何意向与第三方就处置相关股份进行交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；

Subject to the above paragraph, 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 and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在本条款的规定下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并承诺，在禁售期届满后的任何时间，如投资者或任何其全资附属公司进行任何交易以处置任何相关股份、或议定、协议或公布进行此类交易的意向，投资者（为其自身及代表其全资附属公司）应采商业上合理的步骤，以确保该等处置不会造成股份的无序和虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权的证券交易所的规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

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

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

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Sole Overall Coordinator and the Sole Sponsor, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Overall Coordinator and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Overall Coordinator and the Sole Sponsor may require;

在不少于五(5)个营业日之前向本公司、独家整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；

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

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

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

该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、承诺和保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；

- (e) 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 favor of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure 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 and gives the same acknowledgement, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人），表明其同意及投资者须促致该附属公司同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、声明、承诺及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议项下所有责任及义务；及

- (f) such wholly-owned subsidiary is (A) a QIB or (B) (i) is not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司是(i)并非且未来也并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于且将来位于美国境外；并(iii)将根据《证券法》S规例在离岸交易中收购相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall 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 at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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 (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接和间接）持有的总持股量应一直低于公司全部已发行股本的10%（或于《上市规则》中所不时规定的用于定义「主要股东」的其他百分比）并在上市日期后的12个月内，其不会成为本公司核心关连人士（根据《上市规则》定义），投资者及其紧密联系人（根据《上市规则》定义）直接及间接持有本公司全部已发行股本中的总股权不得造成公众持有的本公司股权（根据《上市规则》定义并由香港联交所解释，包括但不限于《上市规则》第 8.08 条）低于《上市规则》第8.08条的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将以书面形式尽快通知本公司、独家整体协调人及独家保荐人。

- 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 and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall 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 its 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 Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家整体协调人及 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份，除非获得联交所的豁免或同意。

- 5.5 The Investor and its affiliates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated or amended from time to time) and any other applicable Laws or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, directors, officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其附属人士、董事、监事（如适用）、高级人员、雇员或代理均未接受或订立，以及不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的附属人士、高级人员、董事、监事（如适用）、雇员、员工、关连人士、合作伙伴、顾问、代理人或代表订立与《上市规则》（包括《上市规则》附录F1（《股本证券的配售指引》）、联交所刊发的新上市申请人指南第4.15章（不时更新或修订）以及任何有关政府机构的任何其他适用法律和法规或香港监管部门发布的法律和书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者将对自身及其附属人士、董事、高级人员、监事（如适用）、雇员、职员、联系人、合作伙伴、顾问、代理或代表违反本协议第5.5条的行为负责。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺和保证

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that:
投资者向本公司、独家整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认：

- (a) each of the Company, the Sole Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, officers, supervisors (where applicable), 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, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Overall Coordinator, and the Sole Sponsor and their

respective affiliates on the basis that the Global offering is delayed 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;

本公司、独家整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、监事（如适用）、雇员、代理、顾问、联系人、合作伙伴和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示性发售价范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内，前述人士概不会对投资者负有任何法律责任，每位投资者特此放弃由于全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内而对本公司、独家整体协调人和独家保荐人及他们各自的联属人士的任何索赔或诉讼的权利（如有）；

- (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、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及展示。

- (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;

须根据《上市规则》提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向独家整体协调人披露；

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

发售价将完全根据全球发售的条款和条件以及有关定价协议厘定，且投资者无权对此提出任何异议；

- (e) the Investor Shares will be subscribed for by the Investor or the QDII through the Sole Overall Coordinator and/or its affiliates in its capacity as international representative of the international underwriters of the International Offering;
投资者股份将由投资者或QDII通过独家整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (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, the applicable Laws and this Agreement;
投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件、可适用的法律及本协议的条款和条件接受投资者股份；
- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
投资者并非公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份数目可能受根据《上市规则》第18项应用指引及联交所刊发的新上市申请人指南第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) the Sole Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company and (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;
独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份百分比不得超过50%及(ii)《上市规则》第8.08(1)(a)条或联交所批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Overall Coordinator and 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 Offering;

于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) neither the Company, the Sole Overall Coordinator, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors (if applicable), 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 subscription for, or in relation to any dealings in, the Investor Shares;

本公司、独家整体协调人和独家保荐人或其各自的任何附属公司、代理、董事、监事（如适用）雇员或联属人士或参与全球发售的任何其他方均不对认购或任何有关投资者股份的交易的所有任何税收、法律、货币或其他经济或其他后果承担任何责任；

- (l) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者认购投资者股份未有基于，而投资者或其任何联属人士或代表其行事的任何人士概无从事或将从事有关投资者股份的(i)任何定向销售（具有《证券法》S规例所指的涵义），或(ii)任何一般招揽或一般广告（具有《证券法》D规例第502(c)条或与投资者股份相关的所作的涉及公开发行的任何行为（定义见《证券法》第4(2)部分）所指的涵义）；

- (m) 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;

投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；

- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
倘若投资者根据《证券法》第144A条认购投资者股份，则投资者股份将构成《证券法》第144条意义上的「限制性证券」；
- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其明白及同意，仅可依据(A) 根据《证券法》第144条或该条规定的其他可用豁免，在美国境内进行交易；或(B)《证券法》下S规例在美国境外于「离岸」交易（定义见《证券法》S规例）中转让投资者股份，及须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) it understands that none of the Company, the Sole Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其明白，本公司、独家整体协调人、独家保荐人、国际发售的任何国际承销商、或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表均无就《证券法》下第144条、第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere

to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners 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 respective 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(r)) 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(r)) 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; 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露；及(iii)将确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (s) 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:

以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其各自代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

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

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

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such

amendments (if any) and waives its rights in connection with such amendments (if any);

初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

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

本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；

- (u) 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 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;

其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者或代投资者所要求的与投资投资者股份有关的所有文件和信息；

- (v) 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 and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the

Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (w) none of the Sole Overall Coordinator, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), 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, supervisors (where applicable), 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、独家保荐人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或就本公司或本集团成员的业务、经营、前景或状况（财务或

其他) 或与此相关的任何其他事宜向投资者作出任何保证、声明或建议;

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者将遵守本协议下不时适用于其本身的所有限制(如有)、《上市规则》、有关各投资者(直接或间接)出售其为或将为或招股章程显示其作为实益拥有人的任何相关股份的任何适用法律;

- (y) it 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 Sponsor or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人或其他承销商所获取或开展或代上述人士获取或开展(视情况而定)的有关全球发售的任何建议(包括税务、监管、财务、会计、法律、货币及其他)、尽职审核或调查或其他建议或慰问, 及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事(如适用)、高级人员、雇员、顾问、代表或任何参与全球发售的一方均不对认购或收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任;

- (z) 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 Sponsor or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or its subsidiaries will arise;

若全球发售因任何原因推迟或终止或未能完成, 公司、独家整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事(如适用)、高级管理人员、雇员、人员、顾问、合伙人、代理或代表对投资者或其附属公司概不承担任何责任;

- (aa) the Investor has agreed that the payment for the Aggregate Investment

Amount and the related Brokerage and Levies shall be made by no later than one (1) day prior to (Hong Kong time) on the Listing Date;
投资者同意，总投资金额和相关的经纪佣金和征费的支付应于上市日期前不迟于一(1)天或之前（香港时间）；

- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Sole Overall Coordinator on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by the Investor leading up to the Investor's subscription of the Investor Shares;
除和投资者签署的致使达成投资者股份的投资者认购本协议和保密性协议之外，投资者作为一方，和本公司、本公司的任何股东、独家保荐人及 / 或独家整体协调人作为另一方之间，无任何其他有关全球发售的协议；
- (cc) the Investor understands that no public market now exists for the Investor Shares and that none of the Company, the Sole Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering has made any assurances that a public or active market will ever exist for the Investor Shares;
投资者明白，投资者股份目前并无公开市场，及本公司、独家整体协调人、独家保荐人及全球发售下的承销商或其各自的附属公司、附属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人和顾问，或任何参与全球发售的相关人士并未就将存在投资者股份的公开或活跃的市场作出担保；
- (dd) 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;
交易股份须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (ee) 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; and
就相关股份而言，未遵守本协议的限制条件进行的发售、出售、质押或其他转让将不获本公司认可；和
- (ff) subject to clause 4, the Company and the Sole Overall Coordinator will have absolute discretion to change or adjust:
受限于第4条内容，本公司及独家整体协调人将有绝对酌情权更改或

调整:

- (i) the number of Shares to be offered pursuant to the Global Offering or any part thereof; and
全球发售或其任何部分拟发售的股份数目; 和
- (ii) the allocation of Shares to be offered under the Hong Kong Public Offering and the International Offering, respectively.
香港公开发售和国际发售分别的股份分配。

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

投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其已依据其注册成立地点的法律妥为注册成立及有效存续并信誉良好, 及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其有资格获取和使用本协议项下的信息(包括, 除其他外, 本协议、招股书和初步发售通函的草稿), 且不违反适用于该投资者的所有法律, 或不需要在该投资者所在的司法管辖区进行任何注册或获得许可;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限;
- (d) 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, except for the conditions set out under clause 3.1 above;
除上文第3.1条规定的条件外, 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议项下义务的全部权力、权限及能力, 及已采取所有相关必要行动(包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权);

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 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 or acquisition of (as the case may be) the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been withdrawn, invalidated, revoked or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing forthwith if the Approvals cease to be in full force and effect or is withdrawn, invalidated, revoked or set aside for any reason;
依据适用于投资者的任何相关法律及投资者依据本协议须就认购或收购（视情况）投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且没有被撤回、无效、撤销或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制，投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步协定并承诺，如若批准因任何原因不再完全有效或被撤回、无效、撤销或搁置，将立即以书面方式及时通知本公司、独家整体协调人及独家保荐人；
- (h) the execution and delivery of this Agreement by the Investor, and the performance by each of them of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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，及他们各自履行本协议及认购或收购（视情况而定）投资者股份及此处考量的交易之完成接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者各自的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易分别须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府机构的任何裁决、命令或判令；

- (i) it has complied and will continue to comply with all applicable Laws in all jurisdictions relevant to the subscription for or acquisition of (as the case may be) the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly via the Company, the Sole Overall Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or 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 or acquisition of (as the case may be) 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 or acquisition of (as the case may be) the Investor Shares and the Lock-up Period); and/or (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)) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators as such Regulators may request 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, provided that, if the scope of disclosure exceeds that as set out in Schedule 2, the Investor shall be notified in advance;

其已经并将继续遵守有关认购或收购（视情况而定）投资者股份的所有司法管辖区的所有适用法律，包括在各种情况下按适用法律及联交所、证监会、中国证监会及 / 或其他政府、公共、货币或监管当局或机构或证券交易所（统称「监管机构」）的不时要求在时限内向监管

机构提供信息，或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述监管机构提供所要求的信息，并接受及同意该等信息的披露（包括但不限于(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购或收购（视情况而定）投资者股份的指令的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或收购（视情况而定）投资者股份的详情及禁售期）；及 / 或(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息）（统称「投资者相关信息」）。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自附属人士、董事、高级人员、雇员、顾问及代表向相关监管机构披露相关监管机构可能要求的任何投资者相关信息及 / 或根据《上市规则》或适用法律的规定或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何投资者相关信息，但如果披露范围超出附表二所载的内容，则应提前通知投资者；

- (j) 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; and (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares;

投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；及(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and, in the case of the latter, it has read and understood the professional investor treatment notice as set out in Schedule 3 to this Agreement (the “**Professional Investor Treatment Notice**”) and acknowledges and agrees to the Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to “**you**” and “**your**” therein shall refer to and/or with effect with reference to the Investor and relating to the Investor, and references to “**we**” and “**our**” therein shall refer to and/or with effect with reference to the Sole Overall Coordinator and the underwriters in the Global Offering); by entering into this Agreement, it is not a client of any of the Sole Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;

其常规业务为买卖股份或债权证，或是专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（“**专业投资者认定通知**”）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及“**阁下**”及“**阁下的**”之处，指投资者及有关投资者且/或具有投资

者及有关投资者的效果，凡提及“我们”及“我们的”之处，指全球发售的独家整体协调人和承销商且/或具有全球发售的独家整体协调人和承销商的效果）；一经签订本协议，就本协议项下的交易而言，其并非独家整体协调人或独家保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is acquiring the Investor Shares in an “offshore transaction” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;
(i) 如果在美国境内进行认购投资者股份，应为合格的机构投资者；或(ii) 如果在美国境外进行认购投资者股份，其非为美国人士，并不是为美国人士受益而认购投资者股份，并身处于美国境外，并根据《证券法》下S规例所指「离岸交易」以及美国任何州及其他司法管辖区的任何适用证券法收购投资者股份；
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act; 投资者在一项豁免遵守《证券法》登记规定或不受该等规定规限的交易中认购投资者股份；
- (o) the Investor and the Investor’s beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its 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 or shall not constitute a “connected transaction” (as defined in the Listing Rules) and 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) any connected persons in relation to the

control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; and (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, 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 the 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;

投资者及投资者的实益拥有人，以及投资者购买投资者股份的受益人（如有）及 / 或其联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份不应且将不会构成「关连交易」（根据《上市规则》定义）或导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》），及紧随交割后就本公司控制权将独立于任何关连人士且不会与该等人士一致行动（定义见证监会发布的《公司收购、合并及股份回购守则》）；及(iii)具有履行本协议项下产生的所有义务的财务能力；及(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、主要行政人员、控股股东、主要股东或现有股东，或彼等的任何紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收任何相关人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；

- (p) the Investor will use its own funds to subscribe for the Investor Shares, 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;

投资者将用其自有资金认购投资者股份，且未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Sole Overall Coordinator, the Sole Sponsor, the global coordinator(s), the bookrunner(s), the lead manager(s), the underwriters of the Global Offering or any distributors. The term “connected client” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人以及投资者购买投资者股份的受益人（如有）及 / 或联系人均非独家整体协调人、独家保荐人、全球协调人、账簿管理人、牵头经办人、全球发售的承销商或任何分销商中任何人士的「关连客户」。词语「关连客户」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

- (r) 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;
投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months) supervisor (where applicable) or an existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事（如适用）或当前股东或上述任何职位的提名人士，联交所豁免或同意的除外；
- (t) save as previously notified to the Sole Sponsor and the Sole Overall Coordinator 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;
除先前已书面通知独家保荐人及独家整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按FINI 界面或《上市规则》要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按《上市规则》（包括但不限于第12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (u) 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;
投资者并未及将不会就分销股份与任何「**分销商**」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable

Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Sole Overall Coordinator to be in breach of such provisions;

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》）的条文、联交所刊发的新上市申请人指南第4.15章以及《上市规则》的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规（不时更新或修订），且不会存在任何会导致公司、独家保荐人及/或独家整体协调人违反该等条文的行为；

- (w) neither the Investor nor any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated and amended from time to time);

投资者、或其附属公司、董事、监事（如适用）、高级管理人员、雇员、人员、联系人、合伙人、代理或代表，均未通过补充条款或其他方式接受或者签订任何协议或安排以接受任何直接或间接利益，或者以其他方式从事不符合或违反联交所刊发的新上市申请人指南第4.15章（不时更新或修订）的任何行为或活动；

- (x) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in 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》）所持（直接或间接）本公司已发行股份总数不得导致公众持有（定义见《上市规则》）的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；

- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by their respective subsidiaries, by any connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、各自的附属公司、任何关连人士、任何独家整体

协调人、独家保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；

- (z) 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;
投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与彼等概无关联；
- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;
投资者或其附属公司、董事、监事（如适用）、高级人员、雇员或代理与本公司或其控股股东、本集团任何成员公司或其各自的联属机构、董事、高级人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与《上市规则》不符的任何附带函件(包括联交所刊发的新上市申请人指南第4.15章)；
- (bb) 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;
除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府机构或任何第三方订立任何安排、协议或承诺；
- (cc) save as previously disclosed to the Company, the Sole Sponsor and the Sole Overall Coordinator 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
除先前已向本公司、独家保荐人及独家整体协调人书面披露外，投资者、其实益拥有人及/或联系人未有及将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及
- (dd) none of the Investor or any of its associates has applied for or placed an order 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, except that a waiver or consent is obtained from the Stock Exchange.
除依据本协议外，投资者或其任何联系人均未或将申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单，除非获得联交所的豁免或同意。

6.3 The Investor represents and warrants to the Company, the Sole Overall 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 Sponsor and the Sole Overall Coordinator 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 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 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 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 including without limitation 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, 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.

投资者向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构及 / 或本公司、独家保荐人及独家整体协调人及彼等各自的联属人士提供及 / 或应彼等要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b) 条条文的条件下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家整体协调人及 / 或独家保荐人或上述人士代表可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家整体协调人及 / 或独家保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或相关监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后，投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations 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 Sponsor, the other underwriters of the Global Offering, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者理解，第6.1及6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中不包括）香港法律及美国证券法的要求作出。投资者承认，本公司、独家整体协调人、独家保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、同意、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、同意、确认及承认在任何方面不再准确及完整或变得具有误导性时尽快书面通知本公司、独家整体协调人及独家保荐人。

- 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 Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), 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. The provision of this clause 6.5 shall survive the termination of this Agreement in all circumstances, and any indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协调人、独家保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」）提起或确定的任何及所有亏损、成本、开

支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。在任何情况下，本协议第 6.5 条的规定均应在本协议终止后继续有效，并且即使本协议终止，投资者在本协议中提供的任何弥偿也应继续有效。

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.

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

6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其依据成立地的法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) subject to payment in accordance with clause 4.2 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;
在第4.2条规定的付款以及第5.1条所载的禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
- (d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), 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 Guide For New Listing Applicants published by the Stock Exchange) (as updated or amended from time to time) with any of the Investors, or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents; and 本公司及其控股股东、任何集团成员公司及其各自附属人士、董事、监事（如适用）、高级人员、雇员、及代理均未与任何投资者或其各自的附属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括联交所刊发的新上市申请人指南第4.15章）（不时更新或修订）的任何协议或安排（包括单边保证函）；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, supervisors (where applicable), officers, employees, or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、监事（如适用）、高级人员、雇员、或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.
本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. TERMINATION 终止

- 7.1 This Agreement may be terminated:
本协议可：

- (a) in accordance with clauses 3.2, 4.5 and 4.7;
根据第3.2条、第4.5条和第4.7条予以终止；
- (b) solely by the Company, or by each of the Sole Overall 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 Investor's wholly-owned subsidiary (in the case of subscription for Investor Shares through a wholly-owned subsidiary pursuant to clause 2.2 above or in the case of transfer of Investor Shares pursuant to clause 5.2 above) (including a material breach of the acknowledgements, representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者或投资者的全资附属公司（根据上述第2.2条规定的通过全

资附属公司认购投资者股份情形下或根据上述第5.2条规定的投资者股份转让情形下）于国际发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的承认、声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人单方予以终止（尽管本协议中任何条文存在相反的规定）；或

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

经各方书面同意予以终止。

7.2 Without prejudice to clause 7.3, 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.

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

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive the termination of this Agreement in all circumstances.

尽管有前述规定，第6.5条及投资者提供的弥偿在任何情况下均应在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement and the confidentiality 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 Sponsor and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator and/or the Sole Sponsor are 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 and/or the Sole Sponsor in connection with the Global Offering;

联交所、证监会、中国证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或其代表将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人或上述人士代表将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

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

该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation 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.

或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

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

投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Overall 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 and the Sole Sponsor and their respective counsels.

本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 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 background information, its relationship with the Company, and 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 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 Sponsor and/or the Sole Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC and the CSRC.

投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关、涉及其背景信息及与本公司的关系及涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及 / 或独家整体协调人能够遵守适用的公司或证券登记及 / 或包括但不限于联交所、证监会及中国证监会在内的主管监管机构的要求。

9. NOTICES 通知

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

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

If to the Company, to:

若发送至本公司，则发送至：

Address: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States

地址：4515 Taylor Circle, Duluth, Minnesota, 55811, United States

Email: dmumford@cirrusaircraft.com

邮件：dmumford@cirrusaircraft.com

Telephone: 1-218-788-3256

电话：1-218-788-3256

Attention: Dan Mumford

收件人：Dan Mumford

If to CICC, to:

若发送至中金，则发送至：

Address: 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong

地址：香港中环港景街1号国际金融中心29楼

Email: IB_apollo2023@cicc.com.cn

邮件：IB_apollo2023@cicc.com.cn

Telephone: 010-65051166

电话：010-65051166

Attention: Conglu Yue

收件人：岳丛璐

If to the Investor, to:

若发送至投资者，则发送至：

Address: Room 2313, block 11, 188 Shanghai East Road, Taicang City, Suzhou City, Jiangsu Province, China

地址：江苏省苏州市太仓市上海东路188号11幢2313室

Email: 1182613544@qq.com

邮件: 1182613544@qq.com

Telephone: 0512-33001064

电话: 0512-33001064

Attention: Yidong Wang

收件人: 汪宜东

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、传真、邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电子邮件发送，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL 一般条款

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

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

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator shall be conclusive and binding with

respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目、发售价的计算及投资者根据本协议第4.2条应支付的金额的决定为最终及有约束力的计算及决定。

- 10.3 The Investor, the Company, the Sole Overall 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 and the transactions contemplated under this Agreement.
投资者、本公司、独家整体协调人及独家保荐人在向第三方发送任何通知或为本协议目的或就本协议及本协议项下的交易而需要或可能需要获取第三方的同意及 / 或批准时应通力合作。
- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。
- 10.5 In the event of any discrepancies, inconsistencies or ambiguities between the English version and the Chinese version of this Agreement, the Chinese version shall prevail.
本协议的中、英文版本如出现任何差异、不一致或模糊的情况，应以中文版本为准。
- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement among the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in

accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

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

- 10.9 Other than the confidentiality agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

- 10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

在本第10.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

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

获弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).

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

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

独家整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人

士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何附属人士之所有作为及不作为负责。

- 10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

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

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

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

本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

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

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

- 10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭

借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sole Overall 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.

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

- 10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

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

- 10.17 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销且无条件地同意，本协议可通过根据适用法律附加电子签名的方式签署，并且所使用的方法对于文档中所包含信息的传输目的是可靠且适当的。

11. GOVERNING LAW AND JURISDICTION 管辖法律和司法管辖权

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

本协议及各方之间的关系受香港法例管辖并据其解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly

made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「**争议**」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律须为香港法。将有三(3)位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. IMMUNITY 豁免

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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

豁免作诉或申索。

13. 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.

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

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

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:

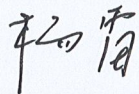
为及代表:

CIRRUS AIRCRAFT LIMITED

西锐飞机有限公司

By:

签署人:



Name: Lei YANG

姓名: 杨雷

Title: Non-executive Director and Chairman of the Board of Directors

职衔: 非执行董事及董事长

FOR AND ON BEHALF OF:

为及代表:

TAICANG HIGH TECH SCIENCE AND INNOVATION DEVELOPMENT CO., LTD.

太仓高新科创发展有限公司

By:

签署人:



李进

Name:

姓名:

Title:

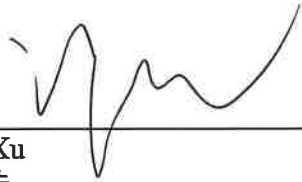
职衔:

李进
法定代表人

FOR AND ON BEHALF OF:
为及代表:

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

By:
签署人:



Name: Jia Xu

姓名: 许佳

Title: Managing Director

职衔: 董事总经理

SCHEDULE 1 附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares to be subscribed for by the Investor or the QDII shall be equal to (1) Hong Kong dollar equivalent of US dollar 30,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Sole Overall Coordinator and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor.

投资者或QDII将认购的投资者股份数目应等于(1) 30,000,000 美元的港元（参考招股书中确定的汇率为准）（不包括投资者将支付的与投资者股份有关的经纪佣金及费用）除以(2)发售价，下舍入至最接近100 股份的整数每手买卖单位；但在招股书中确定的汇率与实际缴款日的汇率存在差异的情况下，独家整体协调人及本公司可根据从投资者收到的港元凭全权绝对酌情权调整投资者股份数目。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor or the QDII under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – 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 Offering. Further, the Sole Overall Coordinator and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据《上市规则》第18项应用指引第4.2段、联交所刊发的新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者或QDII根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全

球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合 (i) 《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或 (ii) 《上市规则》第8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

SCHEDULE 2 附表二
PARTICULARS OF INVESTOR
投资者详情

The Investor

投资者

Place of incorporation:	PRC
注册成立地:	中国
Certificate of incorporation number:	91320585MAC162DL2F
注册证书编号:	
Business registration number:	91320585MAC162DL2F
商业登记号码:	
LEI number:	N/A
LEI号码:	
Business address and telephone number and contact person:	11/F, Building 11, Phase I, University Science and Technology Park, No. 20 Jianxiong Road, Southern Suburb, Chengxiang Town, Taicang City, Suzhou City, Jiangsu Province, China
营业地址、电话号码及联系人:	0512-33001064 Yidong Wang 江苏省苏州市太仓市城厢镇南郊建雄路20号大学科技园一期11号楼11楼 0512-33001064 汪宜东
Principal activities:	Technology-related business
主要业务:	科技相关业务
Ultimate controlling shareholder:	Taicang High Tech Industrial Development Zone of Jiangsu Province
最终控股股东:	江苏省太仓高新技术产业开发区管理委员会
Place of incorporation of ultimate controlling shareholder(s):	PRC
最终控股股东的注册地:	中国

Business registration number and LEI number of ultimate controlling shareholder(s):	11320585MB0228507U N/A
最终控股股东的商业登记号码及LEI号码:	
Principal activities of ultimate controlling shareholder(s):	PRC government authority 政府机关单位
最终控股股东的业务:	
Shareholder and interests held: 股东及持有之权益:	Taicang Loucheng High Tech Group Co., Ltd.* (太仓娄城高新集团有限公司) (100%) 太仓娄城高新集团有限公司 (100%)
Description of the Investor for insertion in the Prospectus: 投资者在招股章程中的描述:	<p>Taicang High Tech, a company incorporated in the PRC, is indirectly wholly-owned and ultimately controlled by the Management Committee of the Taicang High Tech Industrial Development Zone of Jiangsu Province (江苏省太仓高新技术产业开发管理委员会), which is an administrative organ of the Taicang High Tech Industrial Development Zone of Jiangsu Province. Taicang High Tech primarily focuses on the technology sector and its investment strategically targets at industries including high-tech, scientific research and technology service, with a registered capital of over RMB1.0 billion. Taicang High Tech approached the Company through CAIGA, one of the Controlling Shareholders, after learning of the Proposed Listing from public sources. Taicang High Tech's investment into the Company would be completed through QDII programs in the PRC.</p> <p>太仓高科是一家于中国注册成立的公司，由江苏省太仓高新技术产业开发管理机构的江苏省太仓高新技术产业开发管理委员会间接全资拥有并最终控制。太仓高科主要专注于科技领域，其战略性投资目标为高新科技、科研及技术服务等行业，注册资本超人民币10亿元。太仓高科自公开渠道获悉建议上市后，通过控股股东之一中航通飞与本公司接洽。太仓高科对本公司的投资将通过中国的合资格境内机构投资者计划完成。</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 places):	Cornerstone Investor 基石投资者

相关投资者类别（根据要求包含在联交所的FINI承配人名单模板中或按FINI界面要求须披露的承配人类别）：

SCHEDULE 3 附录三

PROFESSIONAL INVESTOR TREATMENT NOTICE

专业投资者认定通知

PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE

甲部 – 机构投资者认定通知

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**”).

因阁下属于《证券及期货条例》附表1第一部有关“专业投资者”定义第(a)至(i)段及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。

2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

2.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work; 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives; 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives; 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；

2.2 Client agreement

客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

2.3 Information for client 给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽速确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

2.4 Discretionary accounts 全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第2.4(i)段所述的授权。

2. You 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.

阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

PART B – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

乙部 – 法团专业投资者认定通知

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**”).

因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D 章）（“**专业投资者规则**”）第 3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

以下人士为专业投资者规则第 3(a)、(c)及(d)条项下的法团专业投资者：

- (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:

指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) as stated in the most recent audited financial statement prepared:

以记载于：

- (I) in respect of the trust corporation; and

该信托法团的；并

- (II) within 16 months before the relevant date;

在有关日期前 16 个月内；

拟备的最近期经审计财务报表的总资产为准；

- (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:

以参照记载于：

- (I) in respect of the trust or any of the trusts; and

该信托或其中任意一个相关信托的；并

- (II) within 16 months before the relevant date; or

在有关日期前 16 个月内；或

拟备的一份或多份最近期经审计财务报表的总资产为准；或者

- (C) as ascertained by referring to one or more custodian statements issued to the trust corporation:

以参照记载于：

- (I) in respect of the trust or any of the trusts; and
该信托或其中任意一个相关信托的；并
- (II) within 12 months before the relevant date;
在有关日期前 12 个月内；

发给该信托法团的一份或多份保管人结单的总资产为准

- (ii) any corporation or partnership having:
具备以下条件的任何法团或合伙企业：
 - (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency; or
拥有不少于800万港元（或任何等值外币）的投资组合；或
 - (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
拥有不少于4,000万港元（或任何等值外币）总资产，

at the relevant date or as ascertained by referring to:
以上金额以有关日期当日为准，或是参照：
 - (C) the most recent audited financial statement prepared:
记载于：
 - (I) in respect of the corporation or partnership (as the case may be); and
该法团或合伙企业（取其适用者）的；并
 - (II) within 16 months before the relevant date; or
在有关日期前16个月内

拟备的最近期经审计财务报表的数额为准；或
 - (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
参照记载于有关日期前12个月内发给该法团或合伙企业（取其适用者）的一份或多份保管人结单的数额为准；以及
- (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:
在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：

- (A) a trust corporation that falls within the description in paragraph (i);
符合第(i)段所述的信托法团;
- (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人;
- (C) a corporation that falls within the description in paragraph (ii);
符合第(ii)段所述的法团;
- (D) a partnership that falls within the description in paragraph (ii).
符合第(ii)段所述的合伙企业。

2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code ("**CPI Assessment**") and concluded that:

我们已按照操守准则第 15.3A 段对阁下进行评估 (“**法团专业投资者评估**”), 结论为:

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.

阁下符合以上第 1 段对“专业投资者”的定义, 并符合法团专业投资者评估的准则, 这特指阁下有恰当的企业结构和投资程序及控制, 且负责代表阁下作出投资决定的人士具备充分的投资背景, 而且, 阁下亦知悉本协议项下拟投资的相关产品及 / 或市场所涉及的风险。

OR
或

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but *do not* satisfy the criteria under the CPI Assessment.

阁下符合以上第 1 段对“专业投资者”的定义, 但不符合法团专业投资者评估的准则。

3. Where paragraph 2(a) is applicable, you consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor 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:

如第2(a)段适用, 阁下同意被视为法团专业投资者, 并明白同意被视为法团专业投资者的风险和后果, 阁下亦同意, 从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措:

3.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；

3.2 Client agreement 客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

3.3 Information for client 给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽速确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

3.4 Discretionary accounts
全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第 2.4(i)段所述的授权。

4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor 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:

如适用第 2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

4.1 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about the business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；及
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
为向阁下提供该计划的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）

5. 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.

阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。

6. You 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.

閣下同意及承認，我們不會向閣下提供香港《證券及期貨(成交單據、戶口結單及收據)規則》(香港法例第 571Q 章)下規定的任何成交單據、戶口結單或收據。

PART C – INDIVIDUAL PROFESSIONAL INVESTOR TREATMENT NOTICE

丙部 – 個人專業投資者認定通知

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Individual Professional Investor**”). 因閣下屬於《證券及期貨(專業投資者)規則》(香港法例第 571D 章) (“**專業投資者規則**”) 第 3(b)條中所述的一類人士，故閣下為專業投資者 (“**個人專業投資者**”)。

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

以下人士為專業投資者規則第3(b)條項下的個人專業投資者：

- (i) any individual, either alone or with any of his 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:
單獨或聯同其聯繫人於某聯權共有賬戶擁有不少於 800 萬港元（或等值外幣）的投資組合的個人，以上金額以有關日期當日為準，或者：
 - (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date; or
以有關日期前12個月內記載於該人的審計師或專業會計師所發出的證明書為準；或
 - (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.
以參照有關日期前12個月內發給該人（單獨或聯同其聯繫人）的一份或多份保管人結單予以確定。

2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor 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:

閣下同意就所有投資產品及市場被視為個人專業投資者，並明白同意被視為個人專業投資者的風險和後果，閣下亦同意，從監管角度我們並無責任作出但在實際提供服務予閣下時或許會作出以下部分或全部舉措：

- (i) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目; 及
 - (iii) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
和为向阁下提供纳斯达克-美国证券交易所试验计划 (“该计划”) 的文件 (若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券)。
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
阁下有权随时以书面方式通知我们, 就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. You 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.
阁下同意及承认, 我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》(香港法例第 571Q 章) 下规定的任何成交单据、户口结单或收据。
5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.
如果我们向阁下招售或推荐任何金融产品, 有关的金融产品必须合理地切合阁下的财务状况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中, 均无其它条文减损本附录三丙部本第 5 段。

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

JUNE 26, 2024
2024年6月26日

CIRRUS AIRCRAFT LIMITED
西銳飛機有限公司

AND
及

CHANGSHU SOUTHEAST INDUSTRIAL INVESTMENT CO., LTD.
常熟东南产业投资有限公司

AND
及

INDUSTRIAL SECURITIES ASSETS MANAGEMENT CO., LTD.
兴证证券资产管理有限公司

AND
及

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 26, 2024
本协议（本「协议」）于2024年6月26日订立

BETWEEN:
订约方:

- (1) **CIRRUS AIRCRAFT LIMITED**, a company incorporated in the Cayman Islands whose registered address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
西銳飛機有限公司，一家在开曼群島注册成立的公司，其注册地址位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「**本公司**」）；
- (2) **CHANGSHU SOUTHEAST INDUSTRIAL INVESTMENT CO., LTD.**, a company incorporated in the PRC whose registered office is at No.1, Shengqing Road, Southeast Street, Changshu City, China (the “**Investor**”);
常熟东南产业投资有限公司，一家在中国注册成立的公司，其注册办事处位于常熟市东南街道沈青路1号（「**投资者**」）；
- (3) **INDUSTRIAL SECURITIES ASSETS MANAGEMENT CO., LTD.**, a company incorporated in the PRC and a qualified domestic institutional investor in the PRC, which is licensed by the CSRC to invest in foreign securities markets, whose registered office is at Room 110, 15/F, Building 6, Jinjingwan Business Operation Center, No. 3 Tianshan North Road, Jinjing Town, Pingtan County, Fujian Province, China (“**QDII**”); and
兴证证券资产管理有限公司，一家在中国注册成立的公司，经中国证监会许可投资于境外证券市场的中国境内合格机构投资者，其注册办事处位于福建省平潭县金井镇天山北路3号金井湾商务营运中心6栋15层110室（「**QDII**」）；及
- (4) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered address is at 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”, the “**Sole Sponsor**” or the “**Sole Overall Coordinator**”).
中国国际金融香港证券有限公司，一家在香港注册成立的公司，其注册地址位于香港中环港景街1号国际金融中心29楼（「**中金**」、「**独家保荐人**」或「**独家整体协调人**」）。

WHEREAS:
鉴于:

- (A) The Company is incorporated in the Cayman Islands and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance (as defined herein below).

本公司为一家于开曼群岛注册成立的公司，并根据《公司条例》（定义见下文）第16部于香港公司注册处注册为非香港公司。

- (B) The Company has made an application for listing of its Shares (as defined herein below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
本公司已通过全球发售（「**全球发售**」）申请使其股份（定义见下文）于联交所（定义见下文）上市，有关发售包括：
- (i) a public offering by the Company for subscription of 5,487,600 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
本公司作出的公开发售，以供香港公众认购5,487,600股份（可予重新分配）（「**香港公开发售**」）；及
 - (ii) a conditional placing of 49,388,300 Shares by the Company (subject to reallocation and the Over-allotment Option) offered outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).
依据《证券法》（定义见下文）S规例（定义见下文）于美国境外向投资者（包括向香港的专业及机构投资者进行配售）在境外交易中以及根据第144A条（定义见下文）或其他可获得的登记豁免于美国境内向合格的机构投资者（「**合格的机构投资者**」）有条件配售公司提呈的49,388,300股份（可予重新分配并根据是否行使超额配股权而定）（「**国际发售**」）。
- (C) CICC is acting as the Sole Overall Coordinator and the Sole Sponsor of the Global Offering.
中金担任全球发售的独家整体协调人以及独家保荐人。
- (D) The Investor wishes to subscribe for, through the QDII, the Investor Shares (as defined below) as part of the International Offering subject to and on the basis of the terms and conditions set out in this Agreement.
投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，作为国际发售的一部分，（定义见下文），于国际发售中通过QDII认购投资者股份。
- (E) The QDII has agreed to enter into this Agreement as a qualified domestic institutional investor to subscribe for and hold the Investor Shares on behalf of the Investor and give certain representations, warranties and undertakings in consideration of the Company, the Investor, the Sole Overall Coordinator and the Sole Sponsor agreeing to be bound by the terms of this Agreement.

QDII 作为境内合资格机构投资者同意订立本协议代表投资者认购并持有投资者股份并作出若干声明、保证及承诺，作为本公司、投资者、独家整体协调人及独家保荐人同意受本协议条款约束的代价。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及释义

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

在本协议（包括其附表及事实陈述部分）中，除非上下文另有说明，下述各个词语、术语和表达具有下述涵义：

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

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「**控制**」一词（包括「控制中」、「受……控制」及「与……受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约亦或其他方式；

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

「**会计及财务汇报局**」指香港会计及财务汇报局；

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

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

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

「**批准**」具有第6.2(g)条所给予的涵义；

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

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

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules of the Listing Rules;
「**经纪佣金**」指按《上市规则》费用规则第7(1)段规定以1%的总投资金额计算的经纪佣金；

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

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

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

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

「**交割**」指根据本协议条款和条件认购投资者股份的交割；

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

「**《公司条例》**」指经不时修订、补充或修改的《公司条例》（香港法例第622章）；

“**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》**」指经不时修订、补充或修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

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

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

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

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

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

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义；

“CSRC” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), 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 any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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所有权附带权，包括相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

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

「**FINI**」具有《上市规则》赋予该词的涵义；

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

「**全球发售**」具有叙文(B)所给予的涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the SFC and the CSRC), 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;

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

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

「**本集团**」指本公司及其附属公司；

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

「**港元**」指香港的法定货币；

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

「**香港**」指中国香港特别行政区；

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

「**香港公开发售**」具有叙文(B)所给予的涵义；

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

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

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

「国际发售」具有叙文(B)所给予的涵义；

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

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

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

「投资者相关信息」具有第6.2(i)条所赋予的涵义；

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

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

“**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」指所有相关司法管辖区的任何有关政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、办法、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), 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」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%会计及财务汇报局交易征费（或上市日期现行的交易征费）；

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

「上市日期」指股份首次于联交所主板上市日期；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, 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》及联交所的上市决定、指引和其他要求（均经不时修订或补充）；

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

「禁售期」具有第5.1条所给予的涵义；

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

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

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

「超额配售权」具有国际发售通函所给予的涵义；

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

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

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

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

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

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

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

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

“**proprietary investment basis**” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any

third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

「**自营投资基准**」指投资者为自身账户及投资目的而作出但并非代表任何第三方代理的投资，不论该等投资是否为该投资者的任何股东或基金投资者的利益而作出；

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

「**招股章程**」指本公司就香港公开发售拟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 Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

“**QIB(s)**” has the meaning given to it in Recital (B);

「**合格的机构投资者**」具有叙文(B)所给予的涵义；

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

「**S规例**」指证券法S规例；

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

「**监管机构**」具有第6.2(i)条所给予的涵义；

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

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

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

「**144A规则**」指《证券法》下的144A规则；

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

「**《证券法》**」指经不时修订、补充或修改的《1933年美国证券法》，以及根据该法颁布的规则和条例；

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

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「《证券及期货条例》」指经不时修订、补充或修改的《证券及期货条例》（香港法例第571章）；

“Shares” means the ordinary shares in the share capital of the Company with a par value of US\$0.50 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;
「股份」指本公司股本中每股面值为0.50美元的普通股，将以港元认购及买卖，并拟在联交所上市；

“Sole Overall Coordinator” means the sole overall coordinator appointed by the Company in relation to the Global Offering;
「独家整体协调人」指本公司委任的与本次全球发售有关的独家整体协调人；

“Sole Sponsor” means the sole sponsor appointed by the Company in relation to the Global Offering;
「独家保荐人」指由本公司委任的与本次全球发售有关的独家保荐人；

“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. Nevertheless, for purposes of this Agreement only, a single asset management plan of which the Investor is the sole investor shall be considered as a wholly-owned subsidiary of the Investor;
「附属公司」具有《公司条例》所给予的涵义。尽管如此，仅就本协议而言，由投资者担任唯一投资者的单一资产管理计划应被认作投资者的附属公司；

“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、属于地、美国任何州及哥伦比亚特区；

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

“U.S. Person” has the meaning given to it in Regulation S under the Securities Act.
「美国人士」具有证券法S规例赋予该词的涵义。

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

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
绪言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括绪言和附表;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书之处均包括对任一者的任何更改或取代;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法规、法定条文、规则或规例之处均包括提述:
- (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;
根据任何法规、法定条文、规则或规例不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文;
- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规、法定条文、规则或规例（不论是否修改）；及
- (iii) to any subordinate legislation made under it;
据此作出的任何附属立法;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational

body, agency, department or of any regulatory, self-regulatory or other authority or organization;

「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自我监管或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；

- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (i) 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, an asset management plan or partnership (whether or not having separate legal personality);
凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织、资产管理计划或合伙（不论是否具有独立法人资格）；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
凡提述「**包括**」之处须分别解释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT 投资

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

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

- (a) the QDII will subscribe for on the Investor's behalf, and failing which the Investor will subscribe for, and the Company will issue, allot and place and/or 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 Offering on the Listing Date and through the Sole Overall Coordinator and/or its affiliates in its capacity as international representative of the international underwriters of the relevant portion of the International Offering; and

根据国际发售和作为国际发售的一部分，QDII 将代表投资者（如未能则投资者将自行）于上市日期通过独家整体协调人及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的国际代表之身份），按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

- (b) the QDII will pay on the Investor's behalf, and failing which 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.

QDII 将代表投资者（如未能则投资者将自行）根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

The obligations of the Investor under this clause 2.1 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sole Overall Coordinator or the Sole Sponsor any sum which the QDII is liable to pay under this Agreement and to perform promptly on demand any obligation of the QDII under this Agreement without requiring the Company, the Sole Overall Coordinator or the Sole Sponsor first to take steps against the QDII or any other person.

投资者在第2.1条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家整体协调人或独家保荐人支付 QDII 在本协议下有责任支付的任何款项，及应要求立即履行 QDII 在本协议下的任何义务，而无须本公司、独家整体协调人或独家保荐人首先对 QDII 或任何其他人士采取措施。

- 2.2 The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor (including but not limited to a single asset management plan of which the Investor is the sole investor) and is (A) a QIB or (B) (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in reliance on Regulation S under the Securities Act, provided that:

投资者可以在不迟于上市日期前三个营业日向本公司、独家整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司（包括但不限

于由投资者作为唯一投资者的单一资产管理计划) 认购投资者股份, 而该全资附属公司为专业投资者且(A) 为合格的机构投资者或(B) (i) 并非美国人士也不是为美国人士受益而收购投资者股份; (ii) 位于美国境外; 及(iii) 根据《证券法》S规例在离岸交易中收购投资者股份, 但前提是:

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

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

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

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 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 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.

投资者在第2.2条下的义务构成直接、主要和无条件的义务, 必须应要求向本公司、独家整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项, 及应要求立即履行该全资附属公司在本协议下的任何义务,

而无须本公司、独家整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

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

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

3. CLOSING CONDITIONS 交割条件

- 3.1 The QDII's obligation under this Agreement to subscribe for on the Investor's behalf, and failing which the Investor's obligation to subscribe for itself, 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 jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) at or prior to the Closing:

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated; 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），以及任何前述包销协议未被终止；

- (b) the Offer Price having been agreed according to the price determination agreement to be signed among the parties thereto in connection with the Global Offering;
根据与全球发售有关各方签订的定价协议，已议定发售价；
- (c) the Listing Committee of the Stock Exchange having granted the approval for 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上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何有关政府机构未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) the respective acknowledgements, representations, undertakings, confirmations and warranties of the Investor and the QDII under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor and the QDII.
投资者及 QDII 各自在本协议下给予的承认、声明、承诺、确认和保证截至本协议日期并将会（截至上市日期）在所有方面均属准确、真实并完整且不具误导性以及投资者及 QDII 无重大违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall 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 and the Sole Sponsor), the QDII's obligation to purchase and failing which the Investor's obligation to purchase for itself, 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 QDII or Investor (as the case may be) under this Agreement to any other party will be repaid to the QDII or Investor (as the case may be, and where such amount is repaid to the QDII, the QDII is obligated to arrange payment

of such amount to the Investor within ten (10) working days after the QDII's receipt of the repayment) by such other party (where the relevant party liable for repaying is not the Sole Sponsor, the Company and the Sole Sponsor shall be jointly and severally liable for that party's liability to repay) without interest as soon as commercially practicable and in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives 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 and the QDII the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor and the QDII, respectively, under this Agreement during the period until the aforementioned date under this clause.

倘各方于本协议日期后一百八十(180)天（或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以共同宽免），QDII（如未能则投资者自行）购买及本公司和独家整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且QDII或投资者（视情况而定）根据本协议支付予任何其他方的任何款项须由该方在商业可行的范围内尽快且在任何情况下，不迟于本协议终止后的10天内退还（不计付利息）予QDII或投资者（视情况而定，若该款项已退还予QDII，QDII有义务在收到退款后十(10)个工作日内安排向投资者支付该款项）（若相关退款义务方非独家保荐人，本公司和独家保荐人应对相关退款义务方依约退款承担连带责任），而本协议将停止及终止，本公司、独家整体协调人及 / 或独家保荐人或其各自附属人士、董事、监事（如适用）、高级人员、雇员以及代表承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者及QDII权利以纠正于截至本条前述日期之期间任何违反投资者及QDII分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 Each of the Investor and the QDII 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 Sponsor, or any of their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners or affiliates to the Investor and the QDII 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. Each of

the Investor and the QDII hereby waives any right (if any) to bring any claim or action against the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners and representatives 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.

投资者及 QDII 各自确认，无法保证全球发售将会完成或不会被推迟或终止，或发售价将会在公开文件的指示性范围内，若全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成，或者若发售价未在公开文件的指示范围内，则本公司、独家整体协调人以及独家保荐人、或其各自的董事、监事（如适用）、高级人员、雇员、顾问、代理人、代表、联系人、合作伙伴或联属人士对投资者及 QDII 概不承担任何责任。投资者及 QDII 各自特此放弃由于全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成或发售价未在公开文件的指示范围内而向本公司、独家整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理人、顾问、联系人、合作伙伴和代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING 交割

4.1 Subject to clause 3 and this clause 4, the QDII will subscribe on behalf of the Investor, and failing which the Investor will subscribe for itself, the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Overall Coordinator (and/or its affiliates) in its capacity as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

受第3条及第4条规限，QDII 将代表投资者（如未能则投资者将自行）根据及作为全球发售一部分以及通过独家整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司和独家整体协调人决定的时间及方式予以认购。

4.2 The QDII shall, and failing which 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) by same day value credit no later than one (1) day prior to (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares 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 in writing no later than two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the

QDII or Investor (as the case may be) under this Agreement.

QDII须（如未能则投资者须）按上市日期前不迟于一(1)天或之前（香港时间），无论投资者股份交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于两(2)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及 QDII 或投资者（视情况而定）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 QDII or 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.

就投资者股份根据第4.2条作出如期支付后，向 QDII 或投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于三(3)个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, payment for and delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

投资者股份的交付亦可由本公司、独家整体协调人、独家保荐人及投资者书面协定，但不应晚于行使超额配售权的最后一天后三(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 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 and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator and the Sole Sponsor may have against the Investor and the QDII arising out of their failure to comply with their respective obligations under this Agreement). Each of the Investor or and the QDII 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 or the QDII to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clauses 6.5 and 6.6.

倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得

损害本公司、独家整体协调人及独家保荐人因投资者及 QDII 未能遵守他们于本协议下的义务而针对他们提出的任何索赔要求的权利)。在任何情况下,投资者及 QDII 各自按除税后基准就每名获弥偿各方可能因投资者或 QDII 未能根据第 6.5 条及 6.6 条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任,并就此向他们作出弥偿,保证他们免受损害,并继续向他们作出全额弥偿。

- 4.6 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules which requires 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 cannot be satisfied, the Company, the Sole Overall Coordinator and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor or the QDII if it is amongst the top three largest public shareholders of the Company.

倘未能满足《上市规则》第 8.08(3) 条之规定,即于上市日期之日,前三大公众股东所拥有公司实益占公众总持股的比例不超过 50% 的条件无法满足,如果投资者是前三大公众股东之一,则本公司、独家整体协调人和独家保荐人有权调整投资者或 QDII 认购的投资者股份数量的分配。

- 4.7 None of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement if they are prevented or delayed from performing their respective obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Overall Coordinator, the Sole Sponsor and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, outbreaks or escalations of diseases or epidemics (including but not limited to SARS, H5N1, MERS and COVID-19), 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, any existing or future act of governmental activity or the like, in which case each of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be entitled to terminate this Agreement forthwith.

倘若因超出本公司、独家整体协调人及独家保荐人及其各自的联属人士(视情况而定)控制之外的情况控制,阻止或延误其履行其在本协议下的义务,则他们无须就任何未能或延迟履行其在本协议下的义务承担法律责任(无论是共同地或个别地)并且本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议,该等情况包括但不限于天灾、水灾、战争(不论是否已宣战)、恐怖主义、国家、国际、区域性紧急状况、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通瘫痪、政府运作瘫痪、公共秩序

混乱、政治不稳定、敌对行动的爆发或升级、流行病或大流行病的爆发或升级（包括但不限于SARS、H5N1、MERS和COVID-19）、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、政府活动或类似的任何现有或未来行动发生改变；发生前述情况后本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR AND THE QDII 对投资者及 QDII 的限制

- 5.1 Subject to clause 5.2, each of the QDII and 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 each of the Company, the Sole Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator and the Sole Sponsor, neither the QDII nor the Investor will, and will cause their respective affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 security convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to enter into a transaction with a third party for disposal of the Relevant Shares; (iii) 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 (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transactions.

在第5.2条的规限下，QDII 和投资者各自为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并向其承诺：未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，QDII 或投资者均不会且促使其各自联属人士不会（不论直接或间接）自上市日期起（包括上市日期当天）六(6)个月期限内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份，包括可转换、可交换、可行使其代表接受任何上述证券的权利的任何证券，或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或签订，或公开宣布任何意向与第三方就处置相关股份进行交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；

Subject to the above paragraph, each of the QDII and 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 and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the QDII, the Investor or its

wholly-owned subsidiary enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the QDII or the Investor (for itself or on behalf of its wholly-owned subsidiary) (as the case may be) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在本条款的规定下，QDII 和投资者各自为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并承诺，在禁售期届满后的任何时间，如 QDII、投资者或任何其全资附属公司进行任何交易以处置任何相关股份、或议定、协议或公布进行此类交易的意向，QDII 或投资者（为其自身及代表其全资附属公司）（视情况而定）应采商业上合理的步骤，以确保该等处置不会造成股份的无序和虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权的证券交易所的规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

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

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

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Sole Overall Coordinator and the Sole Sponsor, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Overall Coordinator and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Overall Coordinator and the Sole Sponsor may require;

在不迟于五(5)个营业日之前向本公司、独家整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；

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

在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、独

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

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, representations, undertakings and warranties as provided in clause 6;
该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、承诺和保证;

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者, 并共同及个别地承担本协议订明的所有法律责任及义务;

- (e) 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 favor of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure 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 and gives the same acknowledgement, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司, 则其须 (及投资者须促致该附属公司) 立即, 及无论如何在不曾是投资者的全资附属公司之前, 完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司, 该其他全资附属公司须或投资者须促致该附属公司发出书面承诺 (以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人), 表明其同意及投资者须促致该附属公司同意受投资者在本协议项下的义务约束, 包括本第5条所载对投资者施以的限制, 及作出根据本协议规定作出的相同承认、确认、声明、承诺及保证, 犹如该全资附属公司自身受限于该等义务及限制, 并须共同及个别地承担本协议项下所有责任及义务; 及

- (f) such wholly-owned subsidiary is (A) a QIB or (B) (i) is not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司是(i)并非且未来也并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于且将来位于美国境外；并(iii)将根据《证券法》S规例在离岸交易中收购相关股份。

- 5.3 Each of the Investor and the QDII agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall Coordinator and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor, the QDII and their respective 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 at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor, the QDII and their respective close associates (as defined 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 (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. Each of the QDII and the Investor agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者及 QDII 各自同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者、QDII 及其各自的紧密联系人（直接和间接）持有的总持股量应一直低于公司全部已发行股本的10%（或于《上市规则》中所不时规定的用于定义「主要股东」的其他百分比）并在上市日期后的12个月内，其不会成为本公司核心关连人士（根据《上市规则》定义），投资者、QDII 及其各自的紧密联系人（根据《上市规则》定义）直接及间接持有本公司全部已发行股本中的总股权不得造成公众持有的本公司股权（根据《上市规则》定义并由香港联交所解释，包括但不限于《上市规则》第 8.08 条）低于《上市规则》第8.08条的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。QDII 和投资者各自同意，如果发现上述任何情况，将以书面形式尽快通知本公司、独家整体协调人及独家保荐人。

- 5.4 Each of the Investor and the QDII 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 and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall Coordinator and the Sole Sponsor showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Each of the Investor and the QDII shall not, and

shall procure that none of their respective 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 Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者及 QDII 各自同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家整体协调人及 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者和 QDII 各自均不得，且，以及须促致各自的控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份，除非获得联交所的豁免或同意。

- 5.5 The Investor, the QDII and their respective affiliates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated or amended from time to time) and any other applicable Laws or written guidance published by the Hong Kong regulators directly in relation to the Global Offering) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, officers, directors, supervisors, employees, staff, associates, partners, advisors, agents or representatives. The Investor and the QDII will be responsible for any breach of this clause 5.5 by themselves as well as any of their respective affiliates, directors, officers, supervisors (if applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者、QDII 及其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理均未接受或订立，以及不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的联属人士、高级人员、董事、监事、雇员、员工、关连人士、合作伙伴、顾问、代理人或代表订立与《上市规则》（包括《上市规则》附录F1（《股本证券的配售指引》）、联交所刊发的新上市申请人指南第4.15章（不时更新或修订）以及任何有关政府机构的任何其他与全球发售直接相关的适用法律和法规或香港监管部门发布的法律和书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者及 QDII 将对自身及其各自的联属人士、董事、高级人员、监事（如适用）、雇员、职员、联系人、合作伙伴、顾问、代理或代表违反本协议第5.5条的行为负责。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺和保证

- 6.1 Each of the Investor and the QDII jointly and severally represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that:

投资者及 QDII 各自共同及个别地向本公司、独家整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认：

- (a) each of the Company, the Sole Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, officers, supervisors (where applicable), 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 and the QDII 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, and each of the Investor and the QDII hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Overall Coordinator, and the Sole Sponsor and their respective affiliates on the basis that the Global offering is delayed 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;

本公司、独家整体协调人、独家保荐人及他们各自的联属人士、董事、高级人员、监事（如适用）、雇员、代理、顾问、联系人、合作伙伴和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示性发售价范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内，前述人士概不会对投资者及 QDII 负有任何法律责任，每位投资者及 QDII 特此放弃由于全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内而对本公司、独家整体协调人和独家保荐人及他们各自的联属人士的任何索赔或诉讼的权利（如有）；

- (b) this Agreement, the background information of the Investor and the QDII 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 and the QDII 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、投资者及 QDII 的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者及 QDII，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及展示。

- (c) the information in relation to the Investor and the QDII 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;
须根据《上市规则》提交予联交所或在FINI 上披露的有关投资者及 QDII 的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向独家整体协调人披露；
- (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 and the QDII shall not have any right to raise any objection thereto;
发售价将完全根据全球发售的条款和条件厘定，且投资者及 QDII 无权对此提出任何异议；
- (e) the Investor Shares will be subscribed for by the Investor or the QDII (as the case may be) through the Sole Overall Coordinator and/or its affiliates in its capacity as international representative of the international underwriters of the International Offering;
投资者股份将由投资者或 QDII（视情况而定）通过独家整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；
- (f) the Investor or the QDII (as the case may be) 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, the applicable Laws and this Agreement;
投资者或 QDII（视情况而定）将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件、可适用的法律及本协议的条款和条件接受投资者股份；
- (g) each of the Investor and the QDII is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;
投资者及 QDII 各自并非公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份数目可能受根据《上市规则》第18项应用指引及联交所刊

发的新上市申请人指南第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (i) the Sole Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company and (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份百分比不得超过50%及(ii)《上市规则》第8.08(1)(a)条或联交所批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Overall Coordinator and 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 Offering;

于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) neither the Company, the Sole Overall Coordinator, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors (if applicable), 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 subscription for, or in relation to any dealings in, the Investor Shares;

本公司、独家整体协调人和独家保荐人或其各自的任何附属公司、代理、董事、监事（如适用）雇员或联属人士或参与全球发售的任何其他方均不对认购或任何有关投资者股份的交易的任何税收、法律、货币或其他经济或其他后果承担任何责任；

- (l) neither the QDII nor the Investor has subscribed for the Investor Shares as a result of, and neither the Investor, nor the QDII, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

QDII 或投资者认购投资者股份均未有基于，而投资者、QDII 或其任何附属人士或代表其行事的任何人士概无从事或将从事有关投资者股份的(i)任何定向销售（具有《证券法》S规例所指的涵义），或(ii)任何一般招揽或一般广告（具有《证券法》D规例第502(c)条或与投资者股份相关的所作的涉及公开发行的任何行为（定义见《证券法》第4(2)部分）所指的涵义）；

- (m) 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;
投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
倘若投资者根据《证券法》第144A条认购投资者股份，则投资者股份将构成《证券法》第144条意义上的「限制性证券」；
- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其明白及同意，仅可依据(A) 根据《证券法》第144条或该条规定的其他可用豁免，在美国境内进行交易；或(B)《证券法》下S规例在美国境外于「离岸」交易（定义见《证券法》S规例）中转让投资者股份，及须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) it understands that none of the Company, the Sole Overall Coordinator, the

Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

其明白，本公司、独家整体协调人、独家保荐人、国际发售的任何国际承销商、或其各自的联属人士、附属公司、董事、监事（如适用）、高级管理人员、雇员、顾问、代理、合作伙伴及代表均无就《证券法》下第144条、第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

- (q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (r) 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 or the QDII's (as the case may be) investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners 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, the QDII or any of their respective 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(r)) 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(r)) 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;

其已收取（及可能在日后收取）可能构成有关投资者或 QDII（视情

况而定) 投资 (及持有) 投资者股份的重大非公开信息及 / 或内幕信息 (定义见《证券及期货条例》), 及其: (i) 在有关信息因投资者、QDII 或其各自任何附属人士、附属公司、董事、监事 (如适用)、高级人员、雇员、顾问、代理、合作伙伴及代表 (「获授权接收人」) 过错以外的原因而成为公开信息之前, 除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途, 或按法律另行规定进行披露以外, 不得向任何人士披露有关信息; (ii) 尽力确保其获授权接收人 (按照第6.1(r)条向其披露有关信息的人士) 仅可以以严格按需知情为基准向其他获授权接收人披露, 不得向其他人士披露; 及(iii) 将确保其获授权接收人 (按照第6.1(r)条向其披露有关信息的人士) 不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法 (包括任何内幕交易条文) 的, 直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为;

- (s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or the QDII and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the QDII and/or their respective 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 and/or the QDII in determining whether to invest in the Investor Shares. For the avoidance of doubt:

以保密基准提供予投资者及 / 或 QDII 及/或其各自代表的本协议、招股章程草案及初步发售通函草案所载信息, 及以保密基准提供予投资者及 / 或 QDII 及/或其各自代表的任何其他材料 (不论口头或书面) 不得予以复制、向任何其他人士披露、传阅或传播, 及如此提供的信息或材料可经变动、更新、修订及完备, 及投资者及/或 QDII 在决定是否投资投资者股份时不得依赖有关信息。为免生疑问:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the QDII and/or their respective 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, the QDII and/or their respective representatives shall form the basis of any contract or commitment whatsoever;

招股章程草案或初步发售通函草案或可能提供予投资者、QDII 及 / 或其各自代表的任何其他材料不得构成于不允许发售、招

揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者、 QDII 及 / 或其各自代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any 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, the QDII and/or their respective representatives; and

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

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or the QDII, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the QDII in determining whether to invest in the Investor Shares and each of the QDII and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

初步发售通函草案或招股章程草案或可能向投资者及/或 QDII 提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者及/或 QDII 在决定是否投资投资者股份时不得加以依赖，及 QDII 及投资者各自在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

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

本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；

- (u) 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 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 and the QDII or their respective agents all documents and information in relation to

an investment in the Investor Shares required by or on behalf of the Investor; 其已获其认为对评估收购投资者股份的的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者及 QDII 或其各自代理提供投资者或代投资者所要求的与投资者股份有关的所有文件和信息；

- (v) in making its investment decision, each of the Investor and the QDII 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 and/or the QDII by or on behalf of the Company, the Sole Overall Coordinator and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the QDII or its respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者及 QDII 各自仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者及/或 QDII 的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或 QDII 或其各自的董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (w) none of the Sole Overall Coordinator, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), 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, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor or the QDII 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、独家保荐人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向投资者或 QDII 作出任何保证、声明或建议；

- (x) each of the Investor and the QDII 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;

投资者及 QDII 将遵守本协议下不时适用于其本身的所有限制（如有）、《上市规则》、有关各投资者（直接或间接）出售其为或将为或招股章程显示其作为实益拥有人的任何相关股份的任何适用法律；

- (y) it 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 or the QDII (as the case may be), 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 Sponsor or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者或 QDII（视情况而定）的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事（如适用）、高级人员、雇员、顾问、代表或任何参与全球发售的一方均不对认购或收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

- (z) 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 Sponsor or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or the QDII or their respective subsidiaries will arise;

若全球发售因任何原因推迟或终止或未能完成，公司、独家整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、顾问、合伙人、代理或代表对投资者或 QDII 或其各自的附属公司概不承担任何责任；

- (aa) each of the Investor and the QDII has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by no later than one (1) day prior to (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.2;

投资者及 QDII 各自同意，总投资金额和相关的经纪佣金和征费的支付应于上市日期前不迟于一(1)天或之前（香港时间）或根据第4.2条

约定的其他日期完成；

- (bb) there are no other agreements in place between the Investor and/or the QDII on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Sole Overall Coordinator on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by the Investor and/or the QDII leading up to the Investor's subscription of the Investor Shares;
除和投资者及 / 或 QDII 签署的致使达成投资者股份的投资者认购本协议和保密性协议之外，投资者及 / 或 QDII 作为一方，和本公司、本公司的任何股东、独家保荐人及 / 或独家整体协调人作为另一方之间，无任何其他有关全球发售的协议；
- (cc) each of the Investor and the QDII understands that no public market now exists for the Investor Shares and that none of the Company, the Sole Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering has made any assurances that a public or active market will ever exist for the Investor Shares;
投资者及 QDII 明白，投资者股份目前并无公开市场，及本公司、独家整体协调人、独家保荐人及全球发售下的承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人和顾问，或任何参与全球发售的相关人士并未就将存在投资者股份的公开或活跃的市场作出担保；
- (dd) 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;
交易股份须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (ee) 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; and
就相关股份而言，未遵守本协议的限制条件进行的发售、出售、质押或其他转让将不获本公司认可；和
- (ff) subject to clause 4, the Company and the Sole Overall Coordinator will have absolute discretion to change or adjust:
受限于第4条内容，本公司及独家整体协调人将有绝对酌情权更改或调整；

- (i) the number of Shares to be offered pursuant to the Global Offering or any part thereof; and
全球发售或其任何部分拟发售的股份数目；和
- (ii) the allocation of Shares to be offered under the Hong Kong Public Offering and the International Offering, respectively.
香港公开发售和国际发售分别的股份分配。

6.2 Each of the Investor and the QDII jointly and severally further represents, warrants and undertakes to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that:

投资者及担保人各自共同及个别地向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其已依据其注册成立地点的法律妥为注册成立及有效存续并信誉良好，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or QDII or would require any registration or licensing within the jurisdiction that such Investor or QDII is in;
其有资格获取和使用本协议项下的信息（包括，除其他外，本协议、招股书和初步发售通函的草稿），且不违反适用于该投资者或 QDII 的所有法律，或不需要在该投资者或 QDII 所在的司法管辖区进行任何注册或获得许可；
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 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 obligations 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 above;
其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协

议项下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，除上文第3.1条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；

- (e) this Agreement has been duly authorized, executed and delivered by the each of the Investor and the QDII and constitutes a legal, valid and binding obligation of each of the Investor and the QDII enforceable against them in accordance with the terms of this Agreement;

本协议已经投资者及 QDII 妥为授权、签立及交付，及构成可依据本协议条款对投资者及 QDII 强制执行的合法、有效及具有约束力的义务；

- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and the QDII and required to be obtained by the Investor and the QDII in connection with the subscription for or acquisition of (as the case may be) the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been withdrawn, invalidated, revoked or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor or the QDII aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. Each of the Investor and the QDII further agrees and undertakes to promptly notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing forthwith if the Approvals cease to be in full force and effect or is withdrawn, invalidated, revoked or set aside for any reason;

依据适用于投资者及 QDII 的任何相关法律及投资者及 QDII 依据本协议须就认购或收购（视情况）投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且没有被撤回、无效、撤销或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制，投资者或 QDII 也不清楚任何可能导致批准无效、撤回或搁置的事实或情况。投资者及 QDII 各自进一步协定并承诺，如若批准因任何原因不再完全有效或被撤回、无效、撤销或搁置，将立即以书面方式及时通知本公司、独家整体协调人及独家保荐人；

- (h) the execution and delivery of this Agreement by the Investor and the QDII, and the performance by each of them of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene

or result in a contravention by the Investor or the QDII of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the QDII respectively or (ii) the Laws of any jurisdiction to which the Investor or the QDII is respectively subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the QDII respectively 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 the QDII respectively or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the QDII respectively;

投资者及 QDII 签立及交付本协议，及他们各自履行本协议及认购或收购（视情况而定）投资者股份及此处考量的交易之完成接受投资者股份的交付将不会违反或导致投资者或 QDII 违反：(i) 投资者或 QDII 各自的组织章程及细则或其他组成或章程文件；或(ii) 投资者或 QDII 就本协议下拟议的交易分别须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式分别适用于投资者或 QDII 的法律；或(iii) 分别对投资者或 QDII 具有约束力的任何协议或其他文书；或(iv) 分别对投资者或 QDII 具有司法管辖权的任何有关政府机构的任何裁决、命令或判令；

- (i) it has complied and will continue to comply with all applicable Laws in all jurisdictions relevant to the subscription for or acquisition of (as the case may be) the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly via the Company, the Sole Overall Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or 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, the QDII, and Investor's ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for or acquisition of (as the case may be) 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 or acquisition of (as the case may be) the Investor Shares and the lock-up period); and/or (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)) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. Each of the Investor and the QDII further authorizes each of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any

Investor-related Information to such Regulators as such Regulators may request 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;

其已经并将继续遵守有关认购或收购（视情况而定）投资者股份的所有司法管辖区的所有适用法律，包括在各种情况下按适用法律及联交所、证监会、中国证监会及 / 或其他政府、公共、货币或监管当局或机构或证券交易所（统称「监管机构」）的不时要求在时限内向监管机构提供信息，或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述监管机构提供所要求的信息，并接受及同意该等信息的披露（包括但不限于(i)投资者、QDII 及投资者的最终实益拥有人及 / 或最终负责发出有关认购或收购（视情况而定）投资者股份的指令的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或收购（视情况而定）投资者股份的详情及禁售期）；及 / 或(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息））（统称「投资者相关信息」）。投资者及 QDII 各自进一步授权本公司、独家整体协调人、独家保荐人或其各自附属人士、董事、高级人员、雇员、顾问及代表向相关监管机构披露相关监管机构可能要求的任何投资者相关信息及 / 或根据《上市规则》或适用法律的规定或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) each of the Investor and the QDII 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; 投资者及 QDII 各自拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and, in the case of the latter, it has read and understood the professional investor treatment notice as set out in Schedule 3 to this Agreement (the “**Professional Investor Treatment Notice**”) and acknowledges and agrees to the Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to “**you**” and “**your**”

therein shall refer to and/or with effect with reference to the Investor and the QDII, and relating to the Investor and the QDII, and references to “we” and “our” therein shall refer to and/or with effect with reference to the Sole Overall Coordinator and the underwriters in the Global Offering); by entering into this Agreement, neither the Investor nor the QDII is a client of any of the Sole Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;

其常规业务为买卖股份或债权证，或是专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（“专业投资者认定通知”）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及“阁下”及“阁下的”之处，指投资者和 QDII 及有关投资者和 QDII 且/或具有投资者和 QDII 及有关投资者和 QDII 的效果，凡提及“我们”及“我们的”之处，指全球发售的独家整体协调人和承销商且/或具有全球发售的独家整体协调人和承销商的效果）；一经签订本协议，就本协议项下的交易而言，投资者或 QDII 均不是独家整体协调人或独家保荐人的客户；

- (l) the Investor 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 neither the Investor nor the QDII is entitled to nominate any person to be a director or officer of the Company;
投资者为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者或 QDII 均无权提名任何人士担任本公司股东或高级人员；
- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is acquiring the Investor Shares in an “offshore transaction” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;
(i)如果在美国境内进行认购投资者股份，应为合格的机构投资者；或(ii)如果在美国境外进行认购投资者股份，其非为美国人士，并不是为美国人士受益而认购投资者股份，并身处于美国境外，并根据《证券法》下S规例所指「离岸交易」以及美国任何州及其他司法管辖区的任何适用证券法收购投资者股份；
- (n) the Investor or the QDII (as the case may be) is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者或 QDII（视情况而定）在一项豁免遵守《证券法》登记规定或不受该等规定规限的交易中认购投资者股份；

- (o) the Investor, the QDII and their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its 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 or the QDII's (as the case may be) subscription for the Investor Shares will not or shall not constitute a "connected transaction" (as defined in the Listing Rules) and will not result in the Investor, the QDII and their respective beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor, the QDII 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; and (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, 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 the 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;

投资者、QDII 及其各自的实益拥有人，以及投资者购买投资者股份的受益人（如有）及 / 或其联系人(i)为独立于本公司的第三方；(ii)（尽管投资者、QDII 与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者或 QDII（视情况而定）认购投资者股份不应且将不会构成「关连交易」（根据《上市规则》定义）或导致投资者、QDII 及其各自实益拥有人成为本公司的关连人士（定义见《上市规则》），及紧随交割后就本公司控制权将独立于任何关连人士且不会与该等人士一致行动（定义见证监会发布的《公司收购、合并及股份回购守则》）；及(iii)具有履行本协议项下产生的所有义务的财务能力；及(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、主要行政人员、控股股东、主要股东或现有股东，或彼等的任何紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收任何相关人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；

- (p) the Investor will use its own funds to subscribe for the Investor Shares, 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;
投资者将用其自有资金认购投资者股份，且未为履行其于本协议下的

支付义务获得及打算获得贷款或其他形式的融资；

- (q) each of the Investor, the QDII, their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Sole Overall Coordinator, the Sole Sponsor, the global coordinator(s), the bookrunner(s), the lead manager(s), the underwriters of the Global Offering or any distributors. The term “connected client” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者、QDII、其各自实益拥有人以及投资者购买投资者股份的受益人（如有）及 / 或联系人均非独家整体协调人、独家保荐人、全球协调人、账簿管理人、牵头经办人、全球发售的承销商或任何分销商中任何人士的「**关连客户**」。词语「**关连客户**」具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；
- (r) the account of each of the Investor and the QDII 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;
投资者和 QDII 各自的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录 F1（《股本证券的配售指引》）赋予其的涵义；
- (s) neither the Investor, the QDII, their beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or an existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
投资者、QDII、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事（如适用）或当前股东或上述任何职位的提名人士，联交所豁免或同意的除外；
- (t) save as previously notified to the Sole Sponsor and the Sole Overall Coordinator in writing, neither the Investor, the QDII nor their 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;
除先前已书面通知独家保荐人及独家整体协调人外，投资者、QDII 或其各自实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按 FINI 界面或《上市规则》要求须就承配人披露的任何承配人类别（「**基石投资者**」除外）；或(b)按《上市规则》（包括但不限于第

12.08A 条) 规定须在本公司配发结果公告中识别的任何承配人组别;

- (u) neither the Investor nor the QDII has 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;
投资者或 QDII 均未及将不会就分销股份与任何「分销商」(定义见《证券法》S规例)订立任何合约安排, 惟与其联属人士订立或经本公司事先书面同意则除外;
- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Sole Overall Coordinator to be in breach of such provisions;
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》)的条文、联交所刊发的新上市申请人指南第4.15章以及《上市规则》的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规(不时更新或修订), 且不会存在任何会导致公司、独家保荐人及/或独家整体协调人违反该等条文的行为;
- (w) none of the Investor, the QDII nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated and amended from time to time);
投资者、QDII 或其各自联属公司、董事、监事(如适用)、高级管理人员、雇员、人员、联系人、合伙人、代理或代表, 均未通过补充条款或其他方式接受或者签订任何协议或安排以接受任何直接或间接利益, 或者以其他方式从事不符合或违反联交所刊发的新上市申请人指南第4.15章(不时更新或修订)的任何行为或活动;
- (x) the aggregate holding (directly and indirectly) of the Investor, the QDII and their respective close associates (as defined in 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、QDII 及其各自紧密联系人（定义见《上市规则》）所持（直接或间接）本公司已发行股份总数不得导致公众持有（定义见《上市规则》）的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；

- (y) none of the Investor, the QDII, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by their respective subsidiaries, by any connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; each of the Investor, the QDII and their respective 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、QDII 其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、各自的附属公司、任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商（直接或间接）融资；投资者、QDII 及其各自联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

- (z) each of the Investor, the QDII and their respective 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、QDII 及其各自联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与彼等概无关联；

- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange) has been or shall be entered into or made between the Investor, the QDII or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者、QDII 或其各自附属公司、董事、监事（如适用）、高级人员、雇员或代理与本公司或其控股股东、本集团任何成员公司或其各自的联属机构、董事、高级人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与《上市规则》不符的任何附带函件（包括联交所刊发的新上市申请人指南第4.15章）；

- (bb) except as provided for in this Agreement, neither the Investor nor the QDII has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

除非本协议作出规定，否则投资者或 QDII 均未就任何投资者股份与有关政府机构或任何第三方订立任何安排、协议或承诺；

- (cc) save as previously disclosed to the Company, the Sole Sponsor and the Sole Overall Coordinator in writing, the Investor, the QDII or their respective 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

除先前已向本公司、独家保荐人及独家整体协调人书面披露外，投资者、QDII或其各自实益拥有人及/或联系人均未有及将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

- (dd) none of the Investor, the QDII or any of their respective associates has applied for or placed an order 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, except that a waiver or consent is obtained from the Stock Exchange.

除依据本协议外，投资者、QDII 或其各自的任何联系人均未或将申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单，除非获得联交所的豁免或同意。

- 6.3 Each of the Investor and the QDII represents and warrants to the Company, the Sole Overall 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 Sponsor and the Sole Overall Coordinator 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), each of the Investor and the QDII 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 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 and the Sole Sponsor. Each of the Investor and the QDII 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 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 including without limitation the Stock Exchange, the SFC, and the CSRC. Each of the Investor and the QDII 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 or the QDII and making such amendments as may be reasonably required by the Investor and the QDII, each of the Investor and the QDII

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.

投资者及 QDII 向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构及 / 或本公司、独家保荐人及独家整体协调人及彼等各自的联属人士提供及 / 或应彼等要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者及 QDII 各自不可撤销地同意于公开文件、营销及路演材料及本公司、独家整体协调人及/或独家保荐人或上述人士代表可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者及 QDII 各自承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家整体协调人及 / 或独家保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或相关监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者及 QDII 各自特此同意，其在审阅待纳入公开文件及不时提供予投资者或 QDII 的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者及 QDII 可能合理要求的修订后，投资者及 QDII 须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4 Each of the Investor and the QDII understands that the warranties, undertakings, representations, agreements, confirmations 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. Each of the Investor and the QDII acknowledges that the Company, the Sole Overall Coordinator, the Sole Sponsor, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's and the QDII's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者及 QDII 各自理解，第6.1及6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中不包括）香港法律及美国证券法的要求作出。投资者及 QDII 各自承认，本公司、独家整体协调人、独家保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者及 QDII 的保证、承诺、声明、同意、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、同意、确认及承认在任何方面不再准确及完整或变得具有误导性时尽快书面通知本公司、独家整体协调人及独家保荐人。

- 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 Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), 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.

在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协调人、独家保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

- 6.6 The QDII agrees and undertakes that the QDII will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Indemnified Parties against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the QDII or its officers, directors, supervisors (if applicable), 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.

在经要求后，QDII同意及承诺，QDII对由于QDII 或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对各获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法

律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

For the avoidance of doubt, where the Investor fails to make due payment of the Aggregate Investment Amount to the bank account designated by the QDII prior to the payment deadline as prescribed under clause 4.2, clause 6.6 shall not be applicable and the Investor shall be responsible to indemnify each of the Indemnified Parties under clause 6.5; and where the Investor provides due payment of the Aggregate Investment Amount to the bank account designated by the QDII prior to the payment deadline as prescribed under clause 4.2, but the QDII fails to make due payment in accordance with clause 4.2, clause 6.5 shall not be applicable and the QDII shall be responsible to indemnify each of the Indemnified Parties under clause 6.6.

为免生疑问，如果投资者未能在第4.2条规定的付款期限前向QDII指定的银行账户支付总投资金额，则第6.6条不适用，而投资者应根据第6.5条负责对各获弥偿方进行赔偿；如果投资者在第4.2条规定的付款期限前已向QDII指定的银行账户支付总投资金额，但QDII未能按照第4.2条的规定付款，则第6.5条不适用，而QDII应根据第6.6条负责对各获弥偿方进行赔偿。

The provision of clauses 6.5 and 6.6 shall survive the termination of this Agreement in all circumstances, and any indemnities given by the Investor and the QDII herein shall survive notwithstanding the termination of this Agreement.

在任何情况下，本协议第 6.5 条及6.6条的规定均应在本协议终止后继续有效，并且即使本协议终止，投资者及 QDII 在本协议中提供的任何弥偿也应继续有效。

- 6.7 Each of the respective acknowledgements, confirmations, representations, warranties and undertakings given by the Investor or the QDII under clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 (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.

投资者或 QDII 于第6.1、6.2、6.3、6.4、6.5条及6.6条（视情况而定）分别作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

- 6.8 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其依据成立地的法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

- (c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor or the QDII (as the case may be) 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;

在第4.2条规定的付款以及第5.1条所载的禁售期的规限下，投资者股份将在按照第4.3条交付予投资者或 QDII（视情况而定）后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；

- (d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), 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 Guide For New Listing Applicants published by the Stock Exchange) (as updated or amended from time to time) with any of the Investor, the QDII or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents; and 本公司及其控股股东、任何集团成员公司及其各自附属人士、董事、监事（如适用）、高级人员、雇员、及代理均未与任何投资者、QDII 或其各自的附属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括联交所刊发的新上市申请人指南第 4.15 章）（不时更新或修订）的任何协议或安排（包括单边保证函）；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, supervisors (where applicable), officers, employees, or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、监事（如适用）、高级人员、雇员、或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

- 6.9 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 Offering.

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

权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:

本协议可：

- (a) in accordance with clauses 3.2, 4.5 and 4.7;
根据第3.2条、第4.5条和第4.7条予以终止；
- (b) solely by the Company, or by each of the Sole Overall 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 QDII or the Investor's wholly-owned subsidiary (in the case of subscription for Investor Shares through a wholly-owned subsidiary pursuant to clause 2.2 above or in the case of transfer of Investor Shares pursuant to clause 5.2 above) (including a material breach of the acknowledgements, representations, warranties, undertakings and confirmations by the Investor and/or the QDII under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者或 QDII 或投资者的全资附属公司（根据上述第2.2条规定的通过全资附属公司认购投资者股份情形下或根据上述第5.2条规定的投资者股份转让情形下）于国际发售交割或在此之前严重违反本协议（包括投资者及/或 QDII 严重违反本协议下的承认、声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人单方予以终止（尽管本协议中任何条文存在相反的规定）；或
- (c) with the written consent of all the Parties.
经各方书面同意予以终止。

7.2 Without prejudice to clause 7.3, 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.

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

7.3 Notwithstanding the above, clauses 6.5 and 6.6 and the indemnities given by the Investor shall survive the termination of this Agreement in all circumstances.

尽管有前述规定，第6.5条及6.6条及投资者提供的弥偿在任何情况下均应在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement and the confidentiality 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 Sponsor, and the Investor and/or the QDII without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator and/or the Sole Sponsor are subject, and the background of the Investor and the QDII and its relationship between the Company and the Investor and the QDII 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 and/or the Sole Sponsor in connection with the Global Offering;

联交所、证监会、中国证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者及 QDII 的背景及本公司与投资者及 QDII 之间的关系可在本公司或其代表将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人或上述人士代表将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

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

该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及

相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation 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. 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

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

投资者或 QDII 不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者及 QDII 已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor and the QDII of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the QDII and the general background information on the Investor and the QDII prior to publication. Each of the Investor and the QDII shall cooperate with the Company, the Sole Overall 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 and the Sole Sponsor and their respective counsels.

本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者及 QDII 之间的关系及投资者及 QDII 的一般背景资料的任何陈述在出版之前提供给投资者及 QDII 审阅。投资者及 QDII 各自须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意

见及验证文件。

- 8.4 Each of the Investor and the QDII 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 background information, its relationship with the Company, and 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 or the Sole Sponsor) to (i) update the description of the Investor and the QDII in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor and/or the Sole Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC and the CSRC.

投资者及 QDII 承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关、涉及其背景信息及与本公司的关系及涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者及 QDII 的描述并验证该等提述，及(ii)令本公司、独家保荐人及 / 或独家整体协调人能够遵守适用的公司或证券登记及 / 或包括但不限于联交所、证监会及中国证监会在內的主管监管机构的要求。

9. NOTICES 通知

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

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

If to the Company, to:

若发送至本公司，则发送至：

Address: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States
地址: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States

Email: dmumford@cirrusaircraft.com
邮件: dmumford@cirrusaircraft.com

Telephone: 1-218-788-3256
电话: 1-218-788-3256

Attention: Dan Mumford
收件人: Dan Mumford

If to CICC, to:

若发送至中金，则发送至：

Address: 29th Floor, One International Finance Centre, 1 Harbour
View Street, Central, Hong Kong

地址： 香港中环港景街1号国际金融中心29楼

Email: IB_apollo2023@cicc.com.cn

邮件： IB_apollo2023@cicc.com.cn

Telephone: 010-65051166

电话： 010-65051166

Attention: Conglu Yue

收件人： 岳丛璐

If to the Investor, to:

若发送至投资者，则发送至：

Address: No.1, Shenqing Road, Southeast Street, Changshu City,
China

地址： 中国常熟市东南街道沈青路1号

Email: ksct2020@china-cnz.com

邮件： ksct2020@china-cnz.com

Attention: Xia Lili

收件人： 夏莉莉

If to the QDII, to:

若发送至 QDII ，则发送至：

Address: 9th Floor, Industrial Securities Building, No. 36 Changliu
Road, Pudong, Shanghai

地址： 上海浦东长柳路36号兴业证券大厦9层

Email: fengyj@xyzq.com.cn

邮件： fengyj@xyzq.com.cn

Attention: Feng Yajing

收件人： 丰雅婧

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、传真、邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电子邮件发送，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL 一般条款

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

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

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor or the QDII (as the case may be) pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目、发售价的计算及投资者或 QDII（视情况而定）根据本协议第4.2条应支付的金额的决定为最终及有约束力的计算及决定。

- 10.3 The Investor, the QDII, the Company, the Sole Overall 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 and the transactions contemplated under this Agreement.

投资者、QDII、本公司、独家整体协调人及独家保荐人在向第三方发送任何通知或为本协议目的或就本协议及本协议项下的交易而需要或可能需要获取第三方的同意及 / 或批准时应通力合作。

- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。

- 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.

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

- 10.6 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 among the Parties.

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

- 10.7 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.

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

- 10.8 Other than the confidentiality 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 and the QDII. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral. For the avoidance of doubt, any agreement between the Investor and the QDII in connection with the investment in the Company would be unrelated to the Company, the Sole Sponsor and the Sole

Overall Coordinator.

除投资者订立的保密协议外，本协议构成有关投资者和 QDII 于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。为免疑义，投资者与 QDII 之间就投资本公司达成的任何协议均与公司、独家保荐人和独家整体协调人无关。

- 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条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

- (a) Indemnified Parties may enforce and rely on clauses 6.5 and 6.6 to the same extent as if they were a party to this Agreement.
- (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).

获弥偿方可如同本协议订约方一般强制执行及依赖第6.5条及6.6条。

本协议可终止或取消及任何条款可未经第10.9(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

- 10.10 Each of the Sole Overall 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 or the QDII) to any one or more of their affiliates. Such Sole Overall Coordinator or Sole Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation. 独家整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者或 QDII 任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.11 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.

一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

- 10.12 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:

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.13 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. Unless otherwise stipulated herein or agreed upon by the Parties, obligations under this Agreement shall not be assignable.

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

- 10.14 Without prejudice to all rights to claim against the Investor and the QDII for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor or the QDII on or before the Listing Date, the Company, the Sole Overall 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.

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

- 10.15 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.

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

- 10.16 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销且无条件地同意，本协议可通过根据适用法律附加电子签名的方式签署，并且所使用的方法对于文档中所包含信息的传输目的是可靠且适当的。

11. GOVERNING LAW AND JURISDICTION 管辖法律和司法管辖权

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

本协议及各方之间的关系受香港法例管辖并据其解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令

其无效（「**争议**」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律须为香港法。将有三(3)位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. IMMUNITY 豁免

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor or the QDII has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor and the QDII hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者或 QDII 已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者及 QDII 各自特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

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.

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

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

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:

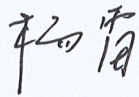
为及代表：

CIRRUS AIRCRAFT LIMITED

西锐飞机有限公司

By:

签署人：



Name: Lei YANG

姓名：杨雷

Title: Non-executive Director and Chairman of the Board of Directors

职衔：非执行董事及董事长

FOR AND ON BEHALF OF:
为及代表:

CHANGSHU SOUTHEAST INDUSTRIAL INVESTMENT CO., LTD.
常熟东南产业投资有限公司

By:
签署人:




Name: 
姓名: 
Title: 
职衔: 法定代表人

FOR AND ON BEHALF OF:

为及代表:

INDUSTRIAL SECURITIES ASSETS MANAGEMENT CO., LTD.

兴证证券资产管理有限公司



By:

签署人:

Name: SUN Guoxiong

姓名: 孙国雄

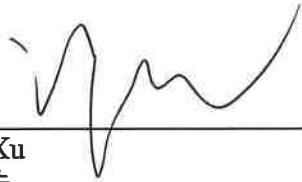
Title: Chairman of the board of directors

职衔: 董事长

FOR AND ON BEHALF OF:
为及代表:

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

By:
签署人:



Name: Jia Xu

姓名: 许佳

Title: Managing Director

职衔: 董事总经理

SCHEDULE 1 附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares to be subscribed for by the Investor or the QDII (as the case may be) shall be equal to (1) Hong Kong dollar equivalent of US dollar 30,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Sole Overall Coordinator and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor or the QDII (as the case may be).

投资者或QDII（视情况而定）将认购的投资者股份数目应等于(1) 相当于30,000,000美元的港元（参考招股书中确定的汇率为准）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，下舍入至最接近100股份的整数每手买卖单位；但在招股书中确定的汇率与实际缴款日的汇率存在差异的情况下，独家整体协调人及本公司可根据从投资者或 QDII（视情况而定）收到的港元凭全权绝对酌情权调整投资者股份数目。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor or the QDII under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – 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 Offering. Further, the Sole Overall Coordinator and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据《上市规则》第18项应用指引第4.2段、联交所刊发的新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者或QDII根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股

份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合 (i) 《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或 (ii) 《上市规则》第8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者详情

The Investor

投资者

Place of incorporation: 注册成立地:	PRC 中国
Certificate of incorporation number: 注册证书编号:	91320581MA21J3BN1F
Business registration number: 商业登记号码:	91320581MA21J3BN1F
LEI number: LEI号码:	N/A
Business address and telephone number and contact person: 营业地址、电话号码及联系人:	No.1, Shenqing Road, Southeast Street, Changshu City, China 0512-52308937 Xia Lili 常熟市东南街道沈青路1号 0512-52308937 夏莉莉
Principal activities: 主要业务:	The equity investment and venture capital investment 股权投资及创业投资
Ultimate controlling shareholder: 最终控股股东:	Changshu Municipal Finance Bureau 常熟市财政局
Place of incorporation of ultimate controlling shareholder(s): 最终控股股东的注册地:	PRC 中国
Business registration number of ultimate controlling shareholder(s):	N/A

最终控股股东的商业登记号码:	
LEI number of ultimate controlling shareholder:	N/A
最终控股股东的LEI 号码:	
Principal activities of ultimate controlling shareholder(s):	PRC government authority 中国政府机关
最终控股股东的主要业务:	
Shareholder and interests held:	Changshu Southeast Investment Holding Co., Ltd., 99.96%
股东及持有之权益:	Changshu Kaisheng Southeast Entrepreneurship Investment Management Co., Ltd., 0.04%
	常熟市东南投资控股有限公司, 99.96%
	常熟开晟东南创业投资管理有限公司, 0.04%
Description of the Investor for insertion in the Prospectus:	Changshu Southeast is a company incorporated in the PRC, which is indirectly wholly-owned and ultimately controlled by the Changshu Municipal Finance Bureau (常熟市财政局). Changshu Southeast primarily engages in the equity investment and venture capital investment in companies at start-up, growth or mature stages and in sundry sectors such as high-end equipment, intelligent manufacturing, semiconductors and artificial intelligence, with the asset of approximately RMB2.6 billion under its management. Changshu Southeast approached the Company through CAIGA, one of the Controlling Shareholders, after learning of the Proposed Listing from public sources.
投资者在招股章程中的描述:	For the purpose of the cornerstone investment, Changshu Southeast has engaged China Industrial Securities Asset Management Co., Ltd.* (兴证证券资产管理有限公司), an asset manager that is a QDII, to subscribe for and hold such Offer Shares as the manager of Industrial Assets Management QDII Excellence Fund No.18.* (兴证资管 QDII全球优选18号单一资产管理计划).
	常熟东南是一家于中国注册成立的公司, 由常熟市财政局间接全资拥有并最终控制。常熟东南主要从事对初创期、成长期或成熟期企业的股权投资及风险投资, 投资领域涉及高端装备、智能制造、半导体、人工智能等多个行业, 旗下管理资产约人民币26亿元。常熟东南自公开渠道获悉建议上市后, 通过控股股东之一中航通飞与本公司接洽。

就基石投资而言，常熟东南聘请了兴证证券资产管理有限公司，一家资产管理人及QDII，以作为兴证资管QDII全球优选18号单一资产管理计划的管理人来认购及持有相关发售股份。

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 places):

相关投资者类别（根据要求包含在联交所的FINI承配人名单模板中或按FINI界面要求须披露的承配人类别）：

Cornerstone Investor

基石投资者

SCHEDULE 3 附录三

PROFESSIONAL INVESTOR TREATMENT NOTICE

专业投资者认定通知

PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE

甲部 – 机构投资者认定通知

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**”).

因阁下属于《证券及期货条例》附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。

2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

2.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work; 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives; 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives; 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；

2.2 Client agreement

客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

2.3 Information for client 给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽快确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

2.4 Discretionary accounts 全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第2.4(i)段所述的授权。

2. You 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.

阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

PART B – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

乙部 – 法团专业投资者认定通知

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**”).

因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D 章）（“**专业投资者规则**”）第 3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

以下人士为专业投资者规则第 3(a)、(c)及(d)条项下的法团专业投资者：

- (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:

指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) as stated in the most recent audited financial statement prepared:

以记载于：

- (I) in respect of the trust corporation; and

该信托法团的；并

- (II) within 16 months before the relevant date;

在有关日期前 16 个月内；

拟备的最近期经审计财务报表的总资产为准；

- (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:

以参照记载于：

- (I) in respect of the trust or any of the trusts; and

该信托或其中任意一个相关信托的；并

- (II) within 16 months before the relevant date; or

在有关日期前 16 个月内；或

拟备的一份或多份最近期经审计财务报表的总资产为准；或者

- (C) as ascertained by referring to one or more custodian statements issued to the

trust corporation:
以参照记载于:

- (I) in respect of the trust or any of the trusts; and
该信托或其中任意一个相关信托的; 并
- (II) within 12 months before the relevant date;
在有关日期前 12 个月内;

发给该信托法团的一份或多份保管人结单的总资产为准

(ii) any corporation or partnership having:
具备以下条件的任何法团或合伙企业:

- (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency; or
拥有不少于800万港元 (或任何等值外币) 的投资组合; 或
- (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
拥有不少于4,000万港元 (或任何等值外币) 总资产,

at the relevant date or as ascertained by referring to:
以上金额以有关日期当日为准, 或是参照:

(C) the most recent audited financial statement prepared:
记载于:

- (I) in respect of the corporation or partnership (as the case may be); and
该法团或合伙企业 (取其适用者) 的; 并
- (II) within 16 months before the relevant date; or
在有关日期前16个月内

拟备的最近期经审计财务报表的数额为准; 或

(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
参照记载于有关日期前12个月内发给该法团或合伙企业 (取其适用者) 的一份或多份保管人结单的数额为准; 以及

(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:
在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团:

- (A) a trust corporation that falls within the description in paragraph (i);
符合第(i)段所述的信托法团;
- (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人;
- (C) a corporation that falls within the description in paragraph (ii);
符合第(ii)段所述的法团;
- (D) a partnership that falls within the description in paragraph (ii).
符合第(ii)段所述的合伙企业。

2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code ("**CPI Assessment**") and concluded that:

我们已按照操守准则第 15.3A 段对阁下进行评估 (“**法团专业投资者评估**”), 结论为:

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.
阁下符合以上第 1 段对“专业投资者”的定义, 并符合法团专业投资者评估的准则, 这特指阁下有恰当的企业结构和投资程序及控制, 且负责代表阁下作出投资决定的人士具备充分的投资背景, 而且, 阁下亦知悉本协议项下拟投资的相关产品及 / 或市场所涉及的风险。

OR
或

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but *do not* satisfy the criteria under the CPI Assessment.
阁下符合以上第 1 段对“专业投资者”的定义, 但不符合法团专业投资者评估的准则。

3. Where paragraph 2(a) is applicable, you consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor 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:

如第2(a)段适用, 阁下同意被视为法团专业投资者, 并明白同意被视为法团专业投资者的风险和后果, 阁下亦同意, 从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措:

3.1 Information about clients
关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；

3.2 Client agreement
客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

3.3 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽速确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

3.4 Discretionary accounts
全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第 2.4(i)段所述的授权。

4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor 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:

如适用第 2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

4.1 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about the business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；及
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
为向阁下提供该计划的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）

5. 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.
阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专

业投资者。

6. You 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.

阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第 571Q 章）下规定的任何成交单据、户口结单或收据。

PART C – INDIVIDUAL PROFESSIONAL INVESTOR TREATMENT NOTICE

丙部 – 个人专业投资者认定通知

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Individual Professional Investor**”). 因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D 章）（“**专业投资者规则**”）第 3(b)条中所述的一类人士，故阁下为专业投资者（“**个人专业投资者**”）。

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

以下人士为专业投资者规则第3(b)条项下的个人专业投资者：

- (i) any individual, either alone or with any of his 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:
单独或联同其联系人于某联权共有账户拥有不少于 800 万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
 - (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date; or
以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
 - (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.
以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。

2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor 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:

阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

- (i) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽快确认交易的要目；及
 - (iii) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
和为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）。
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
 4. You 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.
阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第 571Q 章）下规定的任何成交单据、户口结单或收据。
 5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.
如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务状况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附录三丙部本第 5 段。

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

JUNE 26, 2024
2024年6月26日

CIRRUS AIRCRAFT LIMITED
西銳飛機有限公司

AND
及

WUXI JIANFA XINTOU AEROSPACE INVESTMENT PARTNERSHIP
ENTERPRISE (LIMITED PARTNERSHIP)
无锡建发新投空天投资合伙企业（有限合伙）

AND
及

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 26, 2024
本协议（本「协议」）于2024年6月26日订立

BETWEEN:
订约方:

- (1) **CIRRUS AIRCRAFT LIMITED**, a company incorporated in the Cayman Islands whose registered address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
西銳飛機有限公司, 一家在开曼群岛注册成立的公司, 其注册地址位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (「**本公司**」);
- (2) **WUXI JIANFA XINTOU AEROSPACE INVESTMENT PARTNERSHIP ENTERPRISE (LIMITED PARTNERSHIP)**, a limited partnership established in the PRC whose registered office is at Room 413, Building C1, No. 201, Linghu Avenue, Xinwu District, Wuxi, China (the “**Investor**”); and
无锡建发新投空天投资合伙企业(有限合伙), 一家在中国注册成立的有限合伙企业, 其注册办事处位于无锡市新吴区菱湖大道201号C1栋413室(「**投资者**」); 及
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered address is at 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”, the “**Sole Sponsor**” or the “**Sole Overall Coordinator**”).
中国国际金融香港证券有限公司, 一家在香港注册成立的公司, 其注册地址位于香港中环港景街1号国际金融中心29楼(「**中金**」、「**独家保荐人**」或「**独家整体协调人**」)。

WHEREAS:
鉴于:

- (A) The Company is incorporated in the Cayman Islands and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance (as defined herein below).
本公司为一家于开曼群岛注册成立的公司, 并根据《公司条例》(定义见下文)第16部于香港公司注册处注册为非香港公司。
- (B) The Company has made an application for listing of its Shares (as defined herein below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
本公司已通过全球发售(「**全球发售**」)申请使其股份(定义见下文)于联交所(定义见下文)上市, 有关发售包括:
 - (i) a public offering by the Company for subscription of 5,487,600 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong**

Public Offering”); and

本公司作出的公开发售，以供香港公众认购5,487,600股份（可予重新分配）（「香港公开发售」）；及

- (ii) a conditional placing of 49,388,300 Shares by the Company (subject to reallocation and the Over-allotment Option) offered outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

依据《证券法》（定义见下文）S规例（定义见下文）于美国境外向投资者（包括向香港的专业及机构投资者进行配售）在境外交易中以及根据第144A条（定义见下文）或其他可获得的登记豁免于美国境内向合格的机构投资者（「**合格的机构投资者**」）有条件配售公司提呈的49,388,300股份（可予重新分配并根据是否行使超额配股权而定）（「**国际发售**」）。

- (C) CICC is acting as the Sole Overall Coordinator and the Sole Sponsor of the Global Offering.
中金担任全球发售的独家整体协调人以及独家保荐人。
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，作为国际发售的一部分，于国际发售中认购投资者股份（定义见下文）。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及释义

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

在本协议（包括其附表及事实陈述部分）中，除非上下文另有说明，下述各个词语、术语和表达具有下述涵义：

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

cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「**控制**」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约亦或其他方式；

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

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

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

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;
「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules of the Listing Rules;
「**经纪佣金**」指按《上市规则》费用规则第7(1)段规定以1%的总投资金额计算的经纪佣金；

“**business day**” means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条款和条件认购投资者股份的交割；

“**Companies Ordinance**” means the Companies Ordinance (Chapter 622 of the

Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

「《公司条例》」指经不时修订、补充或修改的《公司条例》（香港法例第622章）；

“**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》」指经不时修订、补充或修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

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

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

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

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

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

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), 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 any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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所有权附带权，包括相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

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

「**FINI**」具有《上市规则》赋予该词的涵义；

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

「**全球发售**」具有叙文(B)所给予的涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative

commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the SFC and the CSRC), 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;

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

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

「本集团」指本公司及其附属公司；

“**HKS**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

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

「香港公开发售」具有叙文(B)所给予的涵义；

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

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

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

「国际发售」具有叙文(B)所给予的涵义；

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

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

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

「投资者相关信息」具有第6.2(i)条所赋予的涵义；

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

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

厘定；

“**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**」指所有相关司法管辖区的任何有关政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、办法、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), 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**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%会计及财务汇报局交易征费（或上市日期现行的交易征费）；

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

「**上市日期**」指股份首次于联交所主板上市日期；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, 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》及联交所的上市决定、指引和其他要求（均经不时修订或补充）；

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

「**禁售期**」具有第5.1条所给予的涵义；

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

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

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

「**超额配售权**」具有国际发售通函所给予的涵义；

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

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

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

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

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

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

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

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

「自营投资基准」指投资者为自身账户及投资目的而作出但并非代表任何第三方代理的投资，不论该等投资是否为该投资者的任何股东或基金投资者的利益而作出；

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

「招股章程」指本公司就香港公开发售拟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 Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

“QIB(s)” has the meaning given to it in Recital (B);

「合格的机构投资者」具有叙文(B)所给予的涵义；

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

「S规例」指证券法S规例；

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

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

“**Rule 144A**” means Rule 144A under the Securities Act;
「**144A规则**」指《证券法》下的144A规则；

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

「**《证券法》**」指经不时修订、补充或修改的《1933年美国证券法》，以及根据该法颁布的规则和条例；

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

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**《证券及期货条例》**」指经不时修订、补充或修改的《证券及期货条例》（香港法例第571章）；

“**Shares**” means the ordinary shares in the share capital of the Company with a par value of US\$0.50 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「**股份**」指本公司股本中每股面值为0.50美元的普通股，将以港元认购及买卖，并拟在联交所上市；

“**Sole Overall Coordinator**” means the sole overall coordinator appointed by the Company in relation to the Global Offering;
「**独家整体协调人**」指本公司委任的与本次全球发售有关的独家整体协调人；

“**Sole Sponsor**” means the sole sponsor appointed by the Company in relation to the Global Offering;

「**独家保荐人**」指由本公司委任的与本次全球发售有关的独家保荐人；

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

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

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

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

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act.
「美国人士」具有证券法S规例赋予该词的涵义。

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

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
绪言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括绪言和附表；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法规、法定条文、规则或规例之处均包括提述；

- (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;
根据任何法规、法定条文、规则或规例不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规、法定条文、规则或规例（不论是否修改）；及
 - (iii) to any subordinate legislation made under it;
据此作出的任何附属立法;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自我监管或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
凡提述「**包括**」之处须分别解释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT 投资

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

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

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

根据国际发售和作为国际发售的一部分，投资者将于上市日期通过独家整体协调人及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的国际代表之身份），按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B) (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in reliance on Regulation S under the Securities Act, provided that:

投资者可以在不迟于上市日期前三个营业日向本公司、独家整体协调人和独

家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(A)为合格的机构投资者或(B) (i)并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

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

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

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

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 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 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.

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，

而无须本公司、独家整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 The Company and the Sole Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company 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.

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

3. 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 jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) at or prior to the Closing:

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) the Offer Price having been agreed according to the price determination agreement to be signed among the parties thereto in connection with the

Global Offering;

根据与全球发售有关各方签订的定价协议，已议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for 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上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

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

- (e) the acknowledgements, representations, undertakings, confirmations and warranties of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

投资者在本协议下给予的承认、声明、承诺、确认和保证截至本协议日期并将会（截至上市日期）在所有方面均属准确、真实并完整且不具误导性以及投资者无重大违反本协议。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall 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 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 in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees and

representatives 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, undertakings, acknowledgements and confirmations given by the Investor, under this Agreement during the period until the aforementioned date under this clause.

倘各方于本协议日期后一百八十(180)天（或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以共同宽免），投资者购买及本公司和独家整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业可行的范围内尽快且在任何情况下，不迟于本协议终止后的30天内退还（不计付利息）予投资者，而本协议将停止及终止，本公司、独家整体协调人及 / 或独家保荐人或其各自联属人士、董事、监事（如适用）、高级人员、雇员以及代表承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 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 Sponsor, or any of their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners or affiliates 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 and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners and representatives 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.

投资者确认，无法保证全球发售将会完成或不会被推迟或终止，或发售价将会在公开文件的指示性范围内，若全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成，或者若发售价未在公开文件的指示范围内，则本公司、独家整体协调人以及独家保荐人、或其各自的董事、监事（如适用）、高级人员、雇员、顾问、代理人、代表、联系人、合作伙伴或联属人士对投资者概不承担任何责任。投资者特此放弃由于全球

发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成或发售价未在公开文件的指示范围内而向本公司、独家整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理人、顾问、联系人、合作伙伴和代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING 交割

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Overall Coordinator (and/or its affiliates) in its capacity as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过独家整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司和独家整体协调人决定的时间及方式予以认购。

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) by same day value credit no later than one (1) day prior to (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares 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 in writing no later than two (2) clear business days 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. 投资者须按上市日期前不迟于一(1)天或之前（香港时间），无论投资者股份交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于两(2)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者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.

就投资者股份根据第4.2条作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算

系统中投资者于上市日期前不迟于三(3)个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

投资者股份的交付亦可由本公司、独家整体协调人、独家保荐人及投资者书面协定，但应当在行使超额配售权的最后一天后不少于三(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 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 and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator and the Sole Sponsor may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、独家整体协调人及独家保荐人因投资者或其实益拥有人未能遵守他们于本协议下的义务而针对他们提出的任何索赔要求的权利）。在任何情况下，投资者或其实益拥有人各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。

- 4.6 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules which requires 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 cannot be satisfied, the Company, the Sole Overall Coordinator and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor if it is amongst the top three largest public shareholders of the Company.

倘未能满足《上市规则》第8.08(3)条之规定，即于上市日期之日，前三大公众股东所拥有公司实益占公众总持股的比例不超过50%的条件无法满足，如

果投资者是前三大公众股东之一，则本公司、独家整体协调人和独家保荐人有权调整投资者认购的投资者股份数量的分配。

- 4.7 None of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement if they are prevented or delayed from performing their respective obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Overall Coordinator, the Sole Sponsor and/or their respective affiliates(as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, outbreaks or escalations of diseases or epidemics (including but not limited to SARS, H5N1, MERS and COVID-19), 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, any existing or future act of governmental activity or the like, in which case each of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be entitled to terminate this Agreement forthwith.

倘若因超出本公司、独家整体协调人及独家保荐人及其各自的联属人士（视情况而定）控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则他们无须就任何未能或延迟履行其在本协议下的义务承担法律责任（无论是共同地或个别地）并且本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议，该等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、国家、国际、区域性紧急状况、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通瘫痪、政府运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的爆发或升级、流行病或大流行病的爆发或升级（包括但不限于SARS、H5N1、MERS和COVID-19）、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、政府活动或类似的任何现有或未来行动发生改变；发生前述情况后本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议。

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

- 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 each of the Company, the Sole Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at

any time during the period of six (6) months starting from and inclusive of 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 security convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to enter into a transaction with a third party for disposal of the Relevant Shares; (iii) 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 (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transactions.

在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并向其承诺：未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，投资者不会且促使其联属人士不会（不论直接或间接）自上市日期起（包括上市日期当天）六(6)个月期限内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份，包括可转换、可交换、可行使其代表接受任何上述证券的权利的任何证券，或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或签订，或公开宣布任何意向与第三方就处置相关股份进行交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；

Subject to the above paragraph, 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 and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在本条款的规定下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并承诺，在禁售期届满后的任何时间，如投资者或任何其全资附属公司进行任何交易以处置任何相关股份、或议定、协议或公布进行此类交易的意向，投资者（为其自身及代表其全资附属公司）应采商业上合理的步骤，以确保该等处置不会造成股份的无序和虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权的证券交易所的规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or

part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Sole Overall Coordinator and the Sole Sponsor, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Overall Coordinator and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Overall Coordinator and the Sole Sponsor may require;

在不迟于五(5)个营业日之前向本公司、独家整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；

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

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

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

该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、承诺和保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；

- (e) 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 favor of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure 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 and gives the same acknowledgement, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人），表明其同意及投资者须促致该附属公司同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、声明、承诺及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议项下所有责任及义务；及

- (f) such wholly-owned subsidiary is (A) a QIB or (B) (i) is not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司是(i)并非且未来也并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于且将来位于美国境外；并(iii)将根据《证券法》S规例在离岸交易中收购相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall 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 at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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 (as contemplated in the Listing Rules and interpreted by the Stock Exchange,

including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接和间接）持有的总持股量应一直低于公司全部已发行股本的10%（或于《上市规则》中所不时规定的用于定义「主要股东」的其他百分比）并在上市日期后的12个月内，其不会成为本公司核心关连人士（根据《上市规则》定义），投资者及其紧密联系人（根据《上市规则》定义）直接及间接持有本公司全部已发行股本中的总股权不得造成公众持有的本公司股权（根据《上市规则》定义并由香港联交所解释，包括但不限于《上市规则》第 8.08 条）低于《上市规则》第8.08条的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将以书面形式尽快通知本公司、独家整体协调人及独家保荐人。

- 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 and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall 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 its 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 Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家整体协调人及 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份，除非获得联交所的豁免或同意。

- 5.5 The Investor and its affiliates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated or amended from time to time) and any other applicable Laws or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives. The Investor will be responsible for any breach

of this clause 5.5 by itself as well as any of its affiliates, directors, officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其附属人士、董事、监事（如适用）、高级人员、雇员或代理均未接受或订立，以及不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的附属人士、高级人员、董事、监事（如适用）、雇员、员工、关连人士、合作伙伴、顾问、代理人或代表订立与《上市规则》（包括《上市规则》附录F1（《股本证券的配售指引》）、联交所刊发的新上市申请人指南第4.15章（不时更新或修订）以及任何有关政府机构的任何其他适用法律和法规或香港监管部门发布的法律和书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者将对自身及其附属人士、董事、高级人员、监事（如适用）、雇员、职员、联系人、合作伙伴、顾问、代理或代表违反本协议第5.5条的行为负责。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺和保证

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that: 投资者向本公司、独家整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认：

(a) each of the Company, the Sole Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, officers, supervisors (where applicable), 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, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Overall Coordinator, and the Sole Sponsor and their respective affiliates on the basis that the Global offering is delayed 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;

本公司、独家整体协调人、独家保荐人及他们各自的附属人士、董事、高级人员、监事（如适用）、雇员、代理、顾问、联系人、合作伙伴和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示性发售价范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内，前述人士概不会对投资者负有任何法律责任，每位投资者

特此放弃由于全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内而对本公司、独家整体协调人和独家保荐人及他们各自的联属人士的任何索赔或诉讼的权利（如有）；

- (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、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及展示。

- (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;

须根据《上市规则》提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向独家整体协调人披露；

- (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;

发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

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

投资者股份将由投资者通过独家整体协调人及 / 或其各自的联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

- (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, the applicable Laws and this Agreement;

投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件、可适用的法律及本协议的条款和条件接受投资者股份；

- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

投资者并非公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；

- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份数目可能受根据《上市规则》第18项应用指引及联交所刊发的新上市申请人指南第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (i) the Sole Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company and (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份百分比不得超过50%及(ii)《上市规则》第8.08(1)(a)条或联交所批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Overall Coordinator and 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 Offering;

于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) neither the Company, the Sole Overall Coordinator, the Sole Sponsor nor

any of their respective subsidiaries, agents, directors, supervisors (if applicable), 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 subscription for, or in relation to any dealings in, the Investor Shares;

本公司、独家整体协调人和独家保荐人或其各自的任何附属公司、代理、董事、监事（如适用）雇员或联属人士或参与全球发售的任何其他方均不对认购或任何有关投资者股份的交易任何税收、法律、货币或其他经济或其他后果承担任何责任；

- (l) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

投资者认购投资者股份未有基于，而投资者或其任何联属人士或代表其行事的任何人士概无从事或将从事有关投资者股份的(i)任何定向销售（具有《证券法》S规例所指的涵义），或(ii)任何一般招揽或一般广告（具有《证券法》D规例第502(c)条或与投资者股份相关的所作的涉及公开发行的任何行为（定义见《证券法》第4(2)部分）所指的涵义）；

- (m) 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;

投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；

- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act; 倘若投资者根据《证券法》第144A条认购投资者股份，则投资者股份

将构成《证券法》第144条意义上的「限制性证券」；

- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其明白及同意， 仅可依据(A) 根据《证券法》第144条或该条规定的其他可用豁免， 在美国境内进行交易； 或(B)《证券法》下S规例在美国境外于「离岸」交易（定义见《证券法》S规例）中转让投资者股份， 及须遵守美国任何州及任何其他司法管辖区的任何适用证券法， 及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) it understands that none of the Company, the Sole Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其明白， 本公司、独家整体协调人、独家保荐人、国际发售的任何国际承销商、或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表均无就《证券法》下第144条、第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除非第5.2条作出规定， 否则若附属公司持有任何投资者股份， 则只要该附属公司在禁售期届满前持续持有任何投资者股份， 投资者须促致该附属公司依然为投资者的全资附属公司， 及其持续符合及遵守本协议的条款及条件；
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information

to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners 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 respective 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(r)) 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(r)) 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; 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露；及(iii)将确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；

- (s) 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: 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其各自代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信

息。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

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

本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法

的任何其他司法管辖区，出售证券要约；

- (u) 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 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;

其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者或代投资者所要求的与投资投资者股份有关的所有文件和信息；

- (v) 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 and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提

供任何保证或承诺，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (w) none of the Sole Overall Coordinator, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), 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, supervisors (where applicable), 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、独家保荐人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者将遵守本协议下不时适用于其本身的所有限制（如有）、《上市规则》、有关各投资者（直接或间接）出售其为或将为或招股章程显示其作为实益拥有人的任何相关股份的任何适用法律；

- (y) it 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 Sponsor or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事（如适用）、高级人员、雇员、顾问、代表或任何参与全球发售的一方均不对认购或收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

- (z) 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 Sponsor or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or its subsidiaries will arise;

若全球发售因任何原因推迟或终止或未能完成，公司、独家整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、顾问、合伙人、代理或代表对投资者或其附属公司概不承担任何责任；

- (aa) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by no later than

one (1) day prior to (Hong Kong time) on the Listing Date;
投资者同意，总投资金额和相关的经纪佣金和征费的支付应于上市日期前不迟于一(1)天或之前（香港时间）；

- (bb) there are no other agreements in place between the Investor and/or its close associates on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Sole Overall Coordinator on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by the Investor and/or its close associates leading up to the Investor's subscription of the Investor Shares;
除和投资者及/或其紧密联系人签署的致使达成投资者股份的投资者认购本协议和保密性协议之外，投资者及/或其紧密联系人作为一方，和本公司、本公司的任何股东、独家保荐人及 / 或独家整体协调人作为另一方之间，无任何其他有关全球发售的协议；
- (cc) the Investor understands that no public market now exists for the Investor Shares and that none of the Company, the Sole Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering has made any assurances that a public or active market will ever exist for the Investor Shares;
投资者明白，投资者股份目前并无公开市场，及本公司、独家整体协调人、独家保荐人及全球发售下的承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人和顾问，或任何参与全球发售的相关人士并未就将存在投资者股份的公开或活跃的市场作出担保；
- (dd) 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;
交易股份须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (ee) 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; and
就相关股份而言，未遵守本协议的限制条件进行的发售、出售、质押或其他转让将不获本公司认可；和
- (ff) subject to clause 4, the Company and the Sole Overall Coordinator will have absolute discretion to change or adjust:
受限于第4条内容，本公司及独家整体协调人将有绝对酌情权更改或调整；

- (i) the number of Shares to be offered pursuant to the Global Offering or any part thereof; and
全球发售或其任何部分拟发售的股份数目；和
- (ii) the allocation of Shares to be offered under the Hong Kong Public Offering and the International Offering, respectively.
香港公开发售和国际发售分别的股份分配。

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

投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其已依据其注册成立地点的法律妥为注册成立及有效存续并信誉良好，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其有资格获取和使用本协议项下的信息（包括，除其他外，本协议、招股书和初步发售通函的草稿），且不违反适用于该投资者的所有法律，或不需要在该投资者所在的司法管辖区进行任何注册或获得许可；
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 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 obligations 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 above;
其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议项下义务的全部权力、权限及能力，及已采取所有相关必要行动

（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，除上文第3.1条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 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 or acquisition of (as the case may be) the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been withdrawn, invalidated, revoked or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing forthwith if the Approvals cease to be in full force and effect or is withdrawn, invalidated, revoked or set aside for any reason;
依据适用于投资者的任何相关法律及投资者依据本协议须就认购或收购（视情况）投资者股份取得的所有同意、批准、授权、许可及登记（「**批准**」）均已取得及具备十足效力及作用且没有被撤回、无效、撤销或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制，投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步协定并承诺，如若批准因任何原因不再完全有效或被撤回、无效、撤销或搁置，将立即以书面方式及时通知本公司、独家整体协调人及独家保荐人；
- (h) the execution and delivery of this Agreement by the Investor, and the performance by each of them of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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，及他们各自履行本协议及认购或收购（视情况而定）投资者股份及此处考量的交易之完成接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者各自的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易分别须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府机构的任何裁决、命令或判令；

- (i) it has complied and will continue to comply with all applicable Laws in all jurisdictions relevant to the subscription for or acquisition of (as the case may be) the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly via the Company, the Sole Overall Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or 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 or acquisition of (as the case may be) 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 or acquisition of (as the case may be) the Investor Shares and the lock-up period); and/or (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)) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators as such Regulators may request 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;

其已经并将继续遵守有关认购或收购（视情况而定）投资者股份的所有司法管辖区的所有适用法律，包括在各种情况下按适用法律及联交所、证监会、中国证监会及 / 或其他政府、公共、货币或监管当局或

机构或证券交易所（统称「监管机构」）的不时要求在时限内向监管机构提供信息，或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述监管机构提供所要求的信息，并接受及同意该等信息的披露（包括但不限于(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购或收购（视情况而定）投资者股份的指令的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或收购（视情况而定）投资者股份的详情及禁售期）；及 / 或(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息）（统称「投资者相关信息」）。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自联属人士、董事、高级人员、雇员、顾问及代表向相关监管机构披露相关监管机构可能要求的任何投资者相关信息及 / 或根据《上市规则》或适用法律的规定或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and, in the case of the latter, it has read and understood the professional investor treatment notice as set out in Schedule 3 to this Agreement (the “**Professional Investor Treatment Notice**”) and acknowledges and agrees to the Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to “**you**” and “**your**” therein shall refer to and/or with effect with reference to the Investor and relating to the Investor, and references to “**we**” and “**our**” therein shall refer to and/or with effect with reference to the Sole Overall Coordinator and the underwriters in the Global Offering); by entering into this Agreement, it is not a client of any of the Sole Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其常规业务为买卖股份或债权证，或是专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知

（“专业投资者认定通知”）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及“阁下”及“阁下的”之处，指投资者及有关投资者且/或具有投资者及有关投资者的效果，凡提及“我们”及“我们的”之处，指全球发售的独家整体协调人和承销商且/或具有全球发售的独家整体协调人和承销商的效果）；一经签订本协议，就本协议项下的交易而言，其并非独家整体协调人或独家保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is acquiring the Investor Shares in an “offshore transaction” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;
(i)如果在美国境内进行认购投资者股份，应为合格的机构投资者；或(ii)如果在美国境外进行认购投资者股份，其非为美国人士，并不是为美国人士受益而认购投资者股份，并身处于美国境外，并根据《证券法》下S规例所指「离岸交易」以及美国任何州及其他司法管辖区的任何适用证券法收购投资者股份；
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在一项豁免遵守《证券法》登记规定或不受该等规定规限的交易中认购投资者股份；
- (o) the Investor and the Investor’s beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its 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 or shall not constitute a “connected transaction” (as defined in the Listing Rules) and 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; and (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, 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 the 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;

投资者及投资者的实益拥有人，以及投资者购买投资者股份的受益人（如有）及 / 或其联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份不应且将不会构成「关连交易」（根据《上市规则》定义）或导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》），及紧随交割后就本公司控制权将独立于任何关连人士且不会与该等人士一致行动（定义见证监会发布的《公司收购、合并及股份回购守则》）；及(iii)具有履行本协议项下产生的所有义务的财务能力；及(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、主要行政人员、控股股东、主要股东或现有股东，或彼等的任何紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收任何相关人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；

- (p) the Investor will use its own funds to subscribe for the Investor Shares, 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;

投资者将用其自有资金认购投资者股份，且未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Sole Overall Coordinator, the Sole Sponsor, the global coordinator(s), the bookrunner(s), the lead manager(s), the underwriters of the Global Offering or any distributors. The term “connected client” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人以及投资者购买投资者股份的受益人（如有）及 / 或联系人均非独家整体协调人、独家保荐人、全球协调人、账簿

管理人、牵头经办人、全球发售的承销商或任何分销商中任何人士的「**关连客户**」。词语「**关连客户**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

- (r) 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;
投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months) supervisor (where applicable) or an existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事（如适用）或当前股东或上述任何职位的提名人士，联交所豁免或同意的除外；
- (t) save as previously notified to the Sole Sponsor and the Sole Overall Coordinator 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;
除先前已书面通知独家保荐人及独家整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按FINI 界面或《上市规则》要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按《上市规则》（包括但不限于第12.08A条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (u) 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;
投资者并未及将不会就分销股份与任何「**分销商**」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules,

Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Sole Overall Coordinator to be in breach of such provisions;

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》）的条文、联交所刊发的新上市申请人指南第4.15章以及《上市规则》的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规（不时更新或修订），且不会存在任何会导致公司、独家保荐人及/或独家整体协调人违反该等条文的行为；

- (w) neither the Investor nor any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated and amended from time to time);

投资者、或其联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、联系人、合伙人、代理或代表，均未通过补充条款或其他方式接受或者签订任何协议或安排以接受任何直接或间接利益，或者以其他方式从事不符合或违反联交所刊发的新上市申请人指南第4.15章（不时更新或修订）的任何行为或活动；

- (x) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in 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》）所持（直接或间接）本公司已发行股份总数不得导致公众持有（定义见《上市规则》）的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；

- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by their respective subsidiaries, by any connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、各自的附属公司、任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；

- (z) 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;

投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与彼等概无关联；

- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者或其附属公司、董事、监事（如适用）、高级人员、雇员或代理与本公司或其控股股东、本集团任何成员公司或其各自的联属机构、董事、高级人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与《上市规则》不符的任何附带函件(包括联交所刊发的新上市申请人指南第4.15章)；

- (bb) 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;

除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府机构或任何第三方订立任何安排、协议或承诺；

- (cc) save as previously disclosed to the Company, the Sole Sponsor and the Sole Overall Coordinator 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

除先前已向本公司、独家保荐人及独家整体协调人书面披露外，投资者、其实益拥有人及/或联系人未有及将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

- (dd) none of the Investor or any of its associates has applied for or placed an order 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, except that a waiver or consent is obtained from the Stock Exchange.

除依据本协议外，投资者或其任何联系人均未或将申请全球发售下的

任何股份或通过累计投标方式就全球发售下的任何股份下达订单，除非获得联交所的豁免或同意。

- 6.3 The Investor represents and warrants to the Company, the Sole Overall 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 Sponsor and the Sole Overall Coordinator 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 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 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 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 including without limitation 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, 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.

投资者向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构及 / 或本公司、独家保荐人及独家整体协调人及彼等各自的联属人士提供及 / 或应彼等要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b) 条条文的条件下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家整体协调人及/或独家保荐人或上述人士代表可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家整体协调人及 / 或独家保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或相关监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后，投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations 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 Sponsor, the other underwriters of the Global Offering, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect. 投资者理解，第6.1及6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中不包括）香港法律及美国证券法的要求作出。投资者承认，本公司、独家整体协调人、独家保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、同意、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、同意、确认及承认在任何方面不再准确及完整或变得具有误导性时尽快书面通知本公司、独家整体协调人及独家保荐人。
- 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 Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), 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. The provision of this clause 6.5 shall survive the termination of this Agreement in all circumstances, and any indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协调人、独家保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以

及各各自高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称「获弥偿方」）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。在任何情况下，本协议第 6.5 条的规定均应在本协议终止后继续有效，并且即使本协议终止，投资者在本协议中提供的任何弥偿也应继续有效。

- 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.

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

- 6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其依据成立地的法律妥为注册成立及有效存续；
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the Shares then in issue and to be listed on the Stock Exchange;
在第4.2条规定的付款以及第5.1条所载的禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
- (d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), 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 Guide For New Listing Applicants published by the Stock Exchange) (as updated or amended from time to time) with any of the Investors, or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents; and
本公司及其控股股东、任何集团成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员、及代理均未与任何投资者或其各自的联属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括联交所刊发的新上市申请人指南第4.15章）（不时更新或修订）的任何协议或安排（包括单边保证函）；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, supervisors (where applicable), officers, employees, or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员、或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.
本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. TERMINATION 终止

- 7.1 This Agreement may be terminated:
本协议可：
- (a) in accordance with clauses 3.2, 4.5 and 4.7;
根据第3.2条、第4.5条和第4.7条予以终止；
- (b) solely by the Company, or by each of the Sole Overall 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 Investor's wholly-owned subsidiary (in the case of subscription for Investor Shares through a wholly-owned subsidiary pursuant to clause 2.2 above or in the case of transfer of Investor Shares pursuant to clause 5.2 above) (including a material breach of the acknowledgements, representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

倘若投资者或投资者的全资附属公司（根据上述第2.2条规定的通过全资附属公司认购投资者股份情形下或根据上述第5.2条规定的投资者股份转让情形下）于国际发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的承认、声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人单方予以终止（尽管本协议中任何条文存在相反的规定）；或

- (c) with the written consent of all the Parties.
经各方书面同意予以终止。

- 7.2 Without prejudice to clause 7.3, 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.

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

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive the termination of this Agreement in all circumstances.
尽管有前述规定，第6.5条及投资者提供的弥偿在任何情况下均应在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

- 8.1 Save as otherwise provided in this Agreement and the confidentiality agreement entered into by the Investor and/or its close associates, 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 Sponsor and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator and/or the Sole Sponsor are 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 and/or the Sole Sponsor in connection with the Global Offering;

联交所、证监会、中国证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或其代表将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人或上述人士代表将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

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

该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation 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.

或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

- 8.2 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 and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Overall 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 and the Sole Sponsor and their respective counsels.
本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 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 background information, its relationship with the Company, and 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 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 Sponsor and/or the Sole Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC and the CSRC.
投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关、涉及其背景信息及与本公司的关系及涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及 / 或独家整体协调人能够遵守适用的公司或证券登记及 / 或包括但不限于联交所、证监会及中国证监会在内的主管监管机构的要求。

9. NOTICES 通知

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

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

If to the Company, to:

若发送至本公司，则发送至：

Address: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States
地址: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States

Email: dmumford@cirrusaircraft.com
邮件: dmumford@cirrusaircraft.com

Telephone: 1-218-788-3256
电话: 1-218-788-3256

Attention: Dan Mumford
收件人: Dan Mumford

If to CICC, to:

若发送至中金，则发送至：

Address: 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
地址: 香港中环港景街1号国际金融中心29楼

Email: IB_apollo2023@cicc.com.cn
邮件: IB_apollo2023@cicc.com.cn

Telephone: 010-65051166
电话: 010-65051166

Attention: Conglu Yue
收件人: 岳丛璐

If to the Investor, to:

若发送至投资者，则发送至：

Address: Room A313, Building 530, No. 18, Qingyuan Road, Xinwu District, Wuxi City

地址： 无锡市新吴区清源路18号530大厦A313

Email: yangyi@wxvc.com.cn

邮件: yangyi@wxvc.com.cn

Attention: Yang Yi

收件人: 杨逸

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、传真、邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电子邮件发送，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL 一般条款

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

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

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of

payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目、发售价的计算及投资者根据本协议第4.2条应支付的金额的决定为最终及有约束力的计算及决定。

- 10.3 The Investor, the Company, the Sole Overall 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 and the transactions contemplated under this Agreement.

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

- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。

- 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.

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

- 10.6 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 among the Parties.

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

- 10.7 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.

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

- 10.8 Other than the confidentiality agreement entered into by the Investor and/or its close

associates, 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.

除投资者及/或其紧密联系人订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

- 10.9 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条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

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

受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.9(a).

本协议可终止或取消及任何条款可未经第10.9(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

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

独家整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.11 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.

一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条款的任何违反行为的豁免不得生效或被默示生效。

- 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:

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

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

本协议任何其他条款在该司法管辖区的合法性、有效性或可强制执行性；或

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

本协议该条款或任何其他条款在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.13 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.

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

- 10.14 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 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.

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

- 10.15 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.

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

- 10.16 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销且无条件地同意，本协议可通过根据适用法律附加电子签名的方式签署，并且所使用的方法对于文档中所包含信息的传输目的是可靠且适当的。

11. GOVERNING LAW AND JURISDICTION 管辖法律和司法管辖权

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

本协议及各方之间的关系受香港法例管辖并据其解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「争议」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律须为香港法。将有三(3)位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. IMMUNITY 豁免

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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

13. 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.

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

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

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:

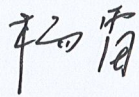
为及代表：

CIRRUS AIRCRAFT LIMITED

西锐飞机有限公司

By:

签署人：



Name: Lei YANG

姓名：杨雷

Title: Non-executive Director and Chairman of the Board of Directors

职衔：非执行董事及董事长

FOR AND ON BEHALF OF:

为及代表:



WUXI JIANFA XINTOU AEROSPACE INVESTMENT PARTNERSHIP ENTERPRISE (LIMITED PARTNERSHIP)

无锡建发新投空天投资合伙企业（有限合伙）

By:

签署人:

杨逸

Name:

姓名:

Title:

职衔: 委派代表

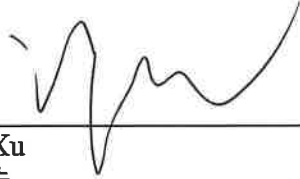


杨逸

FOR AND ON BEHALF OF:
为及代表:

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

By:
签署人:



Name: Jia Xu

姓名: 许佳

Title: Managing Director

职衔: 董事总经理

SCHEDULE 1 附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares to be subscribed for by the Investor shall be equal to (1) Hong Kong dollar equivalent of US dollar 24,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Sole Overall Coordinator and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor.

投资者将认购的投资者股份数目应等于(1) 相当于24,000,000美元的港元（参考招股书中确定的汇率为准）（不包括投资者将支付的与投资者股份有关的经纪佣金及费用）除以(2)发售价，下舍入至最接近100股份的整数每手买卖单位；但在招股书中确定的汇率与实际缴款日的汇率存在差异的情况下，独家整体协调人及本公司可根据从投资者收到的港元凭全权绝对酌情权调整投资者股份数目。

For illustrative purpose, the number of Investor Shares is expected to range from 6,231,900 Shares (assuming an Offer Price of HK\$30.08) to 6,856,500 Shares (assuming an Offer Price of HK\$27.34), and the Investor's shareholding percentage in the Company's total issued share capital immediately after the Global Offering is expected to range from approximately 1.7% (assuming an Offer Price of HK\$30.08) to approximately 1.9% (assuming an Offer Price of HK\$27.34), assuming the Over-allotment Option is not exercised; provided however, the final number of Investor Shares and the Investor's shareholding percentage in the Company shall be determined based on the final Offer Price as agreed according to the price determination agreement to be signed among the Company and the Sole Overall Coordinator in connection with the Global Offering.

为呈现目的，投资者股份数目预计为6,231,900股（假设发售价为30.08港元）至6,856,500股（假设发售价为27.34港元），及假设超额配售权未获行使，投资者于全球发售后占本公司已发行股本总额的持股比例预计为约1.7%（假设发售价为30.08港元）至约1.9%（假设发售价为27.34港元）；唯最终投资者股份数目及投资者于本公司的持股比例应根据本公司与独家整体协调人就全球发售签署的定价协议中协定的最终发售价确定。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public

Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – 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 Offering. Further, the Sole Overall Coordinator and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据《上市规则》第18项应用指引第4.2段、联交所刊发的新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或（ii）《上市规则》第8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

SCHEDULE 2 附表二

PARTICULARS OF INVESTOR 投资者详情

The Investor

投资者

Place of incorporation:	PRC
注册成立地:	中国
Certificate of incorporation number:	91320214MADMTUMHXC
注册证书编号:	
Business registration number:	91320214MADMTUMHXC
商业登记号码:	
Business address and telephone number and contact person:	Room 413, Building C1, No. 201, Linghu Avenue, Xinwu District, Wuxi, China
营业地址、电话号码及联系人:	18021339331 Yang Yi 无锡市新吴区菱湖大道201号C1栋413室 18021339331 杨逸
Principal activities:	General investment activities
主要业务:	一般投资活动
Ultimate controlling shareholder:	People's Government of the Xinwu District of Wuxi Municipal
最终控股股东:	无锡市新吴区人民政府
Place of incorporation of ultimate controlling shareholder(s):	PRC
最终控股股东的注册地:	中国
Principal activities of ultimate controlling shareholder(s):	PRC government authority
最终控股股东的主要业务:	中国政府机关

Partners and interests held:

合伙人及持有之权益:

Wuxi Cairong Transformation and Upgrading Collaborative Investment Partnership (Limited Partnership), limited partner, 75%

Wuxi High-tech Zone New Energy Industry Development Fund (Limited Partnership), limited partner, 24.44%

Wuxi Xintong Technology Co., Ltd., general partner, 0.56%

无锡财融转型升级协同投资合伙企业（有限合伙），有限合伙人，75%

无锡高新区新动能产业发展基金（有限合伙），有限合伙人，24.44%

无锡新通科技有限公司，普通合伙人，0.56%

Description of the Investor for insertion in the Prospectus:

投资者在招股章程中的描述:

Wuxi Jianfa Xintou is a limited partnership incorporated in the PRC with a registered capital of RMB180.0 million. The general partner of Wuxi Jianfa Xintou is Wuxi Xintong Technology Co., Ltd.* (无锡新通科技有限公司, “Wuxi Xintong”) and approximately 0.6% of Wuxi Jianfa Xintou’s partnership interest is owned by Wuxi Xintong. Wuxi Jianfa Xintou, through Wuxi Xintong, is ultimately controlled by the People’s Government of the Xinwu District of Wuxi Municipal (无锡市新吴区人民政府). One of the limited partners of Wuxi Jianfa Xintou is Wuxi Cairong Transformation and Upgrading Collaborative Investment Partnership (Limited Partnership)* (无锡财融转型升级协同投资合伙企业（有限合伙）), which holds 75.0% partnership interest in Wuxi Jianfa Xintou and is ultimately controlled by the SASAC of Wuxi (无锡市人民政府国有资产监督管理委员会). Wuxi Jianfa Xintou became acquainted with the Company after learning of the Proposed Listing from public sources.

无锡建发新投是一家于中国注册成立的有限合伙企业，注册资本为人民币180.0百万元。无锡建发新投的普通合伙人是在无锡新通科技有限公司（「无锡新通」），无锡建发新投约0.6%的合伙权益为无锡新通持有。无锡建发新投透过无锡新通由无锡市新吴区人民政府最终控制。无锡建发新投的一位有限合伙人为无锡财融转型升级协同投资合伙企业（有限合伙），其持有无锡建发新投75.0%的合伙权益，并由无锡国资委最终控制。无锡建发新投自公开渠道获悉建议上市后与本公司结识。

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 places):

相关投资者类别（根据要求包含在联交所的FINI承配人名单模板中或按FINI界面要求须披露的承配人类别）：

Cornerstone Investor
基石投资者

SCHEDULE 3 附录三

PROFESSIONAL INVESTOR TREATMENT NOTICE

专业投资者认定通知

PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE

甲部 – 机构投资者认定通知

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**”).

因阁下属于《证券及期货条例》附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。

2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

2.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work; 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives; 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives; 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；

2.2 Client agreement

客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

2.3 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽速确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

2.4 Discretionary accounts
全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第2.4(i)段所述的授权。

2. You 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.

阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第 571Q 章）下规定的任何成交单据、户口结单或收据。

PART B – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

乙部 – 法团专业投资者认定通知

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**”).

因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D 章）（“**专业投资者规则**”）第 3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

以下人士为专业投资者规则第 3(a)、(c)及(d)条项下的法团专业投资者：

- (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:

指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) as stated in the most recent audited financial statement prepared:

以记载于：

- (I) in respect of the trust corporation; and
该信托法团的；并
(II) within 16 months before the relevant date;
在有关日期前 16 个月内；

以备的最近期经审计财务报表的总资产为准；

- (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:

以参照记载于：

- (I) in respect of the trust or any of the trusts; and
该信托或其中任意一个相关信托的；并
(II) within 16 months before the relevant date; or
在有关日期前 16 个月内；或

以备的一份或多份最近期经审计财务报表的总资产为准；或者

- (C) as ascertained by referring to one or more custodian statements issued to the trust corporation:

以参照记载于：

- (I) in respect of the trust or any of the trusts; and
该信托或其中任意一个相关信托的；并
- (II) within 12 months before the relevant date;
在有关日期前 12 个月内；

发给该信托法团的一份或多份保管人结单的总资产为准

- (ii) any corporation or partnership having:
具备以下条件的任何法团或合伙企业：
 - (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency; or
拥有不少于800万港元（或任何等值外币）的投资组合；或
 - (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
拥有不少于4,000万港元（或任何等值外币）总资产，

at the relevant date or as ascertained by referring to:
以上金额以有关日期当日为准，或是参照：
 - (C) the most recent audited financial statement prepared:
记载于：
 - (I) in respect of the corporation or partnership (as the case may be); and
该法团或合伙企业（取其适用者）的；并
 - (II) within 16 months before the relevant date; or
在有关日期前16个月内

拟备的最近期经审计财务报表的数额为准；或
 - (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
参照记载于有关日期前12个月内发给该法团或合伙企业（取其适用者）的一份或多份保管人结单的数额为准；以及
- (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:
在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团：

- (A) a trust corporation that falls within the description in paragraph (i);
符合第(i)段所述的信托法团;
- (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人;
- (C) a corporation that falls within the description in paragraph (ii);
符合第(ii)段所述的法团;
- (D) a partnership that falls within the description in paragraph (ii).
符合第(ii)段所述的合伙企业。

2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code ("**CPI Assessment**") and concluded that:

我们已按照操守准则第 15.3A 段对阁下进行评估 (“**法团专业投资者评估**”), 结论为:

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.

阁下符合以上第 1 段对“专业投资者”的定义, 并符合法团专业投资者评估的准则, 这特指阁下有恰当的企业结构和投资程序及控制, 且负责代表阁下作出投资决定的人士具备充分的投资背景, 而且, 阁下亦知悉本协议项下拟投资的相关产品及 / 或市场所涉及的风险。

OR
或

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but *do not* satisfy the criteria under the CPI Assessment.

阁下符合以上第 1 段对“专业投资者”的定义, 但不符合法团专业投资者评估的准则。

3. Where paragraph 2(a) is applicable, you consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor 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:

如第2(a)段适用, 阁下同意被视为法团专业投资者, 并明白同意被视为法团专业投资者的风险和后果, 阁下亦同意, 从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措:

3.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；

3.2 Client agreement 客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

3.3 Information for client 给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽快确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

3.4 Discretionary accounts
全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第 2.4(i)段所述的授权。

4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor 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:

如适用第 2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

4.1 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about the business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；及
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
为向阁下提供该计划的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）

5. 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.

阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专业投资者。

6. You 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.

閣下同意及承認，我們不會向閣下提供香港《證券及期貨(成交單據、戶口結單及收據)規則》(香港法例第 571Q 章)下規定的任何成交單據、戶口結單或收據。

PART C – INDIVIDUAL PROFESSIONAL INVESTOR TREATMENT NOTICE

丙部 – 個人專業投資者認定通知

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Individual Professional Investor**”). 因閣下屬於《證券及期貨(專業投資者)規則》(香港法例第 571D 章) (“**專業投資者規則**”) 第 3(b)條中所述的一類人士，故閣下為專業投資者 (“**個人專業投資者**”)。

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

以下人士為專業投資者規則第3(b)條項下的個人專業投資者：

- (i) any individual, either alone or with any of his 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:
單獨或聯同其聯繫人於某聯權共有賬戶擁有不少於 800 萬港元 (或等值外幣) 的投資組合的個人，以上金額以有關日期當日為準，或者：
 - (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date; or
以有關日期前12個月內記載於該人的審計師或專業會計師所發出的證明書為準；或
 - (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.
以參照有關日期前12個月內發給該人 (單獨或聯同其聯繫人) 的一份或多份保管人結單予以確定。

2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor 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:

閣下同意就所有投資產品及市場被視為個人專業投資者，並明白同意被視為個人專業投資者的風險和後果，閣下亦同意，從監管角度我們並無責任作出但在實際提供服務予閣下時或許會作出以下部分或全部舉措：

- (i) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽快确认交易的要目; 及
 - (iii) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
和为向阁下提供纳斯达克-美国证券交易所试验计划 (“该计划”) 的文件 (若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券)。
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
阁下有权随时以书面方式通知我们, 就所有或任何投资产品或市场撤回被视为个人专业投资者。
4. You 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.
阁下同意及承认, 我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》(香港法例第 571Q 章) 下规定的任何成交单据、户口结单或收据。
5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.
如果我们向阁下招售或推荐任何金融产品, 有关的金融产品必须合理地切合阁下的财务状况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中, 均无其它条文减损本附录三丙部本第 5 段。

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

JUNE 26, 2024
2024年6月26日

CIRRUS AIRCRAFT LIMITED
西銳飛機有限公司

AND
及

WUXI JINTOU LIANYING INDUSTRIAL INVESTMENT
PARTNERSHIP (LIMITED PARTNERSHIP)
无锡金投联盈产业投资合伙企业（有限合伙）

AND
及

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 26, 2024
本协议（本「协议」）于2024年6月26日订立

BETWEEN:
订约方:

- (1) **CIRRUS AIRCRAFT LIMITED**, a company incorporated in the Cayman Islands whose registered address is Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Company**”);
西銳飛機有限公司，一家在开曼群岛注册成立的公司，其注册地址位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands（「**本公司**」）；
- (2) **WUXI JINTOU LIANYING INDUSTRIAL INVESTMENT PARTNERSHIP (LIMITED PARTNERSHIP)**, a limited partnership established in the PRC whose registered office is at 25/F, Building 10, Guolian Financial Building, No. 8 Financial First Street, Taihu New City, Wuxi City (the “**Investor**”); and
无锡金投联盈产业投资合伙企业（有限合伙），一家在中国注册成立的有限合伙企业，其注册办事处位于无锡市太湖新城金融一街8号国联金融大厦10号楼25楼（「**投资者**」）；及
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED**, a company incorporated in Hong Kong whose registered address is at 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”, the “**Sole Sponsor**” or the “**Sole Overall Coordinator**”).
中国国际金融香港证券有限公司，一家在香港注册成立的公司，其注册地址位于香港中环港景街1号国际金融中心29楼（「**中金**」、「**独家保荐人**」或「**独家整体协调人**」）。

WHEREAS:
鉴于:

- (A) The Company is incorporated in the Cayman Islands and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance (as defined herein below).
本公司为一家于开曼群岛注册成立的公司，并根据《公司条例》（定义见下文）第16部于香港公司注册处注册为非香港公司。
- (B) The Company has made an application for listing of its Shares (as defined herein below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
本公司已通过全球发售（「**全球发售**」）申请使其股份（定义见下文）于联交所（定义见下文）上市，有关发售包括：
 - (i) a public offering by the Company for subscription of 5,487,600 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong**”

Public Offering”); and

本公司作出的公开发售，以供香港公众认购5,487,600股份（可予重新分配）（「香港公开发售」）；及

- (ii) a conditional placing of 49,388,300 Shares by the Company (subject to reallocation and the Over-allotment Option) offered outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) and in the United States to qualified institutional buyers (“QIBs”) in reliance upon Rule 144A (as defined below) or another available exemption from registration under the Securities Act (as defined below) (the “**International Offering**”).

依据《证券法》（定义见下文）S规例（定义见下文）于美国境外向投资者（包括向香港的专业及机构投资者进行配售）在境外交易中以及根据第144A条（定义见下文）或其他可获得的登记豁免于美国境内向合格的机构投资者（「**合格的机构投资者**」）有条件配售公司提呈的49,388,300股份（可予重新分配并根据是否行使超额配股权而定）（「**国际发售**」）。

- (C) CICC is acting as the Sole Overall Coordinator and the Sole Sponsor of the Global Offering.

中金担任全球发售的独家整体协调人以及独家保荐人。

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

投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，作为国际发售的一部分，于国际发售中认购投资者股份（定义见下文）。

IT IS AGREED as follows:

兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS 定义及释义

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

在本协议（包括其附表及事实陈述部分）中，除非上下文另有说明，下述各个词语、术语和表达具有下述涵义：

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

cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

除非文意另有所指，就特定个人或实体而言，「**联属人士**」指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「**控制**」一词（包括「控制中」、「受.....控制」及「与.....受共同控制」）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有有表决权股份、合约亦或其他方式；

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

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

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

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;
「**联系人 / 紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人 / 紧密联系人**」须据此解释；

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules of the Listing Rules;
「**经纪佣金**」指按《上市规则》费用规则第7(1)段规定以1%的总投资金额计算的经纪佣金；

“**business day**” means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条款和条件认购投资者股份的交割；

“**Companies Ordinance**” means the Companies Ordinance (Chapter 622 of the

Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

「《公司条例》」指经不时修订、补充或修改的《公司条例》（香港法例第622章）；

“**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》」指经不时修订、补充或修改的《公司（清盘及杂项条文）条例》（香港法例第32章）；

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

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

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

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

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

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义；

“**CSRC**” means China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

「中国证监会」指中国证券监督管理委员会，负责监督管理中国全国证券市场的监管机构；

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), 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 any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

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

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any incidents of ownership including beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences 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所有权附带权，包括相关股份的任何实益所有权或当中的任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或

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

同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

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

「**FINI**」具有《上市规则》赋予该词的涵义；

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

「**全球发售**」具有叙文(B)所给予的涵义；

“**Governmental Authority**” means any governmental, regulatory or administrative

commission, board, body, authority or agency, or any stock exchange (including, without limitation, the Stock Exchange, the SFC and the CSRC), 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;

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

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

「本集团」指本公司及其附属公司；

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

「港元」指香港的法定货币；

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

「香港」指中国香港特别行政区；

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

「香港公开发售」具有叙文(B)所给予的涵义；

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

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

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

「国际发售」具有叙文(B)所给予的涵义；

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

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

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

「投资者相关信息」具有第6.2(i)条所赋予的涵义；

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

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

厘定；

“**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**」指所有相关司法管辖区的任何有关政府机构（包括但不限于联交所、证监会和中国证监会）的所有法律、法规、立法、条例、办法、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**Levies**” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), 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**」在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%会计及财务汇报局交易征费（或上市日期现行的交易征费）；

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

「**上市日期**」指股份首次于联交所主板上市日期；

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, guidelines and other requirements of the Stock Exchange, 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》及联交所的上市决定、指引和其他要求（均经不时修订或补充）；

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

「**禁售期**」具有第5.1条所给予的涵义；

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

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

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

「**超额配售权**」具有国际发售通函所给予的涵义；

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

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

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

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

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

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

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

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

「自营投资基准」指投资者为自身账户及投资目的而作出但并非代表任何第三方代理的投资，不论该等投资是否为该投资者的任何股东或基金投资者的利益而作出；

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

「招股章程」指本公司就香港公开发售拟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 Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

“QIB(s)” has the meaning given to it in Recital (B);

「合格的机构投资者」具有叙文(B)所给予的涵义；

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

「S规例」指证券法S规例；

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

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

“**Rule 144A**” means Rule 144A under the Securities Act;
「144A规则」指《证券法》下的144A规则；

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

「《证券法》」指经不时修订、补充或修改的《1933年美国证券法》，以及根据该法颁布的规则和条例；

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

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

「《证券及期货条例》」指经不时修订、补充或修改的《证券及期货条例》（香港法例第571章）；

“**Shares**” means the ordinary shares in the share capital of the Company with a par value of US\$0.50 each, which are to be subscribed for and traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「股份」指本公司股本中每股面值为0.50美元的普通股，将以港元认购及买卖，并拟在联交所上市；

“**Sole Overall Coordinator**” means the sole overall coordinator appointed by the Company in relation to the Global Offering;

「独家整体协调人」指本公司委任的与本次全球发售有关的独家整体协调人；

“**Sole Sponsor**” means the sole sponsor appointed by the Company in relation to the Global Offering;

「独家保荐人」指由本公司委任的与本次全球发售有关的独家保荐人；

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

「联交所」指香港联合交易所有限公司；

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

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「美国」指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

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

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act.
「美国人士」具有证券法S规例赋予该词的涵义。

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

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
凡提述「**条款**」、「**分条**」或「**附表**」之处均为提述本协议的条款、分条或附表；
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
绪言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括绪言和附表；
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法规、法定条文、规则或规例之处均包括提述：

- (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;
根据任何法规、法定条文、规则或规例不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
其重新制定的任何废除法规、法定条文、规则或规例（不论是否修改）；及
 - (iii) to any subordinate legislation made under it;
据此作出的任何附属立法；
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
「**条例**」包括一切政府、政府间或超国家的团体、机构、部门或一切监管、自我监管或其他当局或组织的任何条例、规则、官方指令、意见、通知、通告，命令，要求或准则（不论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
凡提述「**人士**」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
凡提述「**包括**」之处须分别解释为包括但不限于；及
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. INVESTMENT 投资

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

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and/or 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 Offering on the Listing Date and through the Sole Overall Coordinator and/or its affiliates in its capacity as international representative of the international underwriters of the relevant portion of the International Offering; and

根据国际发售和作为国际发售的一部分，投资者将于上市日期通过独家整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际承销商的国际代表之身份），按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，独家整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

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

投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 The Investor may elect by notice in writing served to the Company, the Sole Overall Coordinator and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B) (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in reliance on Regulation S under the Securities Act, provided that:

投资者可以在不迟于上市日期前三个营业日向本公司、独家整体协调人和独

家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者且(A)为合格的机构投资者或(B) (i)并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

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

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

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

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 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 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.

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、独家整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，

而无须本公司、独家整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.3 The Company and the Sole Overall Coordinator (for itself and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company 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.

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

3. 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 jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall Coordinator and the Sole Sponsor) at or prior to the Closing:

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) the Offer Price having been agreed according to the price determination agreement to be signed among the parties thereto in connection with the

Global Offering;

根据与全球发售有关各方签订的定价协议，已议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for 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上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所买卖前未被撤销；
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何有关政府机构未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) the acknowledgements, representations, undertakings, confirmations and warranties of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.
投资者在本协议下给予的承认、声明、承诺、确认和保证截至本协议日期并将会（截至上市日期）在所有方面均属准确、真实并完整且不具误导性以及投资者无重大违反本协议。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Sole Overall 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 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 in any event no later than thirty (30) days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sole Overall Coordinator and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees and

representatives 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, undertakings, acknowledgements and confirmations given by the Investor, under this Agreement during the period until the aforementioned date under this clause.

倘各方于本协议日期后一百八十(180)天（或本公司、投资者、独家整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、独家整体协调人及独家保荐人予以共同宽免），投资者购买及本公司和独家整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业可行的范围内尽快且在任何情况下，不迟于本协议终止后的30天内退还（不计付利息）予投资者，而本协议将停止及终止，本公司、独家整体协调人及 / 或独家保荐人或其各自联属人士、董事、监事（如适用）、高级人员、雇员以及代表承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者分别在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 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 Sponsor, or any of their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners or affiliates 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 and/or the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners and representatives 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.

投资者确认，无法保证全球发售将会完成或不会被推迟或终止，或发售价将会在公开文件的指示性范围内，若全球发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成，或者若发售价未在公开文件的指示范围内，则本公司、独家整体协调人以及独家保荐人、或其各自的董事、监事（如适用）、高级人员、雇员、顾问、代理人、代表、联系人、合作伙伴或联属人士对投资者概不承担任何责任。投资者特此放弃由于全球

发售在所预期的日期及时间前因故推迟或终止、未继续进行或未完成或根本无法完成或发售价未在公开文件的指示范围内而向本公司、独家整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事（如适用）、高级人员、雇员、代理人、顾问、联系人、合作伙伴和代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING 交割

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sole Overall Coordinator (and/or its affiliates) in its capacity as international representative of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering at such time and in such manner as shall be determined by the Company and the Sole Overall Coordinator.

受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过独家整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司和独家整体协调人决定的时间及方式予以认购。

- 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) by same day value credit no later than one (1) day prior to (Hong Kong time) on the Listing Date regardless of the time of the delivery of the Investor Shares 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 in writing no later than two (2) clear business days 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. 投资者须按上市日期前不迟于一(1)天或之前（香港时间），无论投资者股份交付时间，以立即可用的结算资金以港元通过电汇向独家整体协调人于上市日期前不迟于两(2)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（除其他事项外）付款账户的详情及投资者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.

就投资者股份根据第4.2条作出如期支付后，向投资者交付投资者股份（视情

况而定) 应通过中央结算系统作出, 方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不迟于三(3) 个营业日书面通知予独家整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sole Overall Coordinator, the Sole Sponsor and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

投资者股份的交付亦可由本公司、独家整体协调人、独家保荐人及投资者书面协定, 但应当在行使超额配售权的最后一天后不少于三(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 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 and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sole Overall Coordinator and the Sole Sponsor may have against the Investor or its beneficial owner(s) arising out of its failure to comply with its obligations under this Agreement). The Investor or its beneficial owner(s) shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款(不论全部或部分), 本公司、独家整体协调人及独家保荐人各自绝对酌情保留终止本协议的权利, 在此情况下本公司、独家整体协调人及独家保荐人的所有义务及责任须停止和终止(但不得损害本公司、独家整体协调人及独家保荐人因投资者或其实益拥有人未能遵守他们于本协议下的义务而针对他们提出的任何索赔要求的权利)。在任何情况下, 投资者或其实益拥有人各自按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任, 并就此向他们作出弥偿, 保证他们免受损害, 并继续向他们作出全额弥偿。

- 4.6 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules which requires 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 cannot be satisfied, the Company, the Sole Overall Coordinator and the Sole Sponsor have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor if it is amongst the top three largest public shareholders of the Company.

倘未能满足《上市规则》第8.08(3)条之规定, 即于上市日期之日, 前三大公

众股东所拥有公司实益占公众总持股的比例不超过50%的条件无法满足，如果投资者是前三大公众股东之一，则本公司、独家整体协调人和独家保荐人有权调整投资者认购的投资者股份数量的分配。

- 4.7 None of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement if they are prevented or delayed from performing their respective obligations under this Agreement as a result of circumstances beyond the control of the Company, the Sole Overall Coordinator, the Sole Sponsor and/or their respective affiliates(as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, outbreaks or escalations of diseases or epidemics (including but not limited to SARS, H5N1, MERS and COVID-19), 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, any existing or future act of governmental activity or the like, in which case each of the Company, the Sole Overall Coordinator and the Sole Sponsor and their respective affiliates shall be entitled to terminate this Agreement forthwith.

倘若因超出本公司、独家整体协调人及独家保荐人及其各自的联属人士（视情况而定）控制之外的情况控制，阻止或延误其履行其在本协议下的义务，则他们无须就任何未能或延迟履行其在本协议下的义务承担法律责任（无论是共同地或个别地）并且本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议，该等情况包括但不限于天灾、水灾、战争（不论是否已宣战）、恐怖主义、国家、国际、区域性紧急状况、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通瘫痪、政府运作瘫痪、公共秩序混乱、政治不稳定、敌对行动的爆发或升级、流行病或大流行病的爆发或升级（包括但不限于SARS、H5N1、MERS和COVID-19）、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来法律、政府活动或类似的任何现有或未来行动发生改变；发生前述情况后本公司、独家整体协调人及独家保荐人及其各自的联属人士有权终止本协议。

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

- 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 each of the Company, the Sole Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sole Overall Coordinator and the Sole Sponsor, the

Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 security convertible, exchangeable, exercisable or represents a right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to enter into a transaction with a third party for disposal of the Relevant Shares; (iii) 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 (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transactions.

在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并向其承诺：未经本公司、独家整体协调人及独家保荐人各自的事先书面同意，投资者不会且促使其联属人士不会（不论直接或间接）自上市日期起（包括上市日期当天）六(6)个月期限内（「**禁售期**」）的任何时间直接或间接(i)以任何方式处置任何相关股份，包括可转换、可交换、可行使其代表接受任何上述证券的权利的任何证券，或于持有任何相关股份的任何公司或实体中的任何权益；(ii)同意或签订，或公开宣布任何意向与第三方就处置相关股份进行交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；

Subject to the above paragraph, 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 and the Sole Sponsor that, at any time after the expiry of the Lock-up Period, in the event that the Investor or its wholly-owned subsidiary enters into any transactions to dispose of any Relevant Shares, or agrees or contracts to, or announces an intention to enter into such transactions, the Investor (for itself or on behalf of its wholly-owned subsidiary) shall take commercially reasonable steps to ensure that such disposal would not create a disorderly and false market in the Shares and shall comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

在本条款的规定下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、独家整体协调人及独家保荐人各方议定、契诺并承诺，在禁售期届满后的任何时间，如投资者或任何其全资附属公司进行任何交易以处置任何相关股份、或议定、协议或公布进行此类交易的意向，投资者（为其自身及代表其全资附属公司）应采商业上合理的步骤，以确保该等处置不会造成股份的无序和虚假市场，并应遵守所有适用的法律和法规以及所有有管辖权的证券交易所的规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Sole Overall Coordinator and the Sole Sponsor, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Overall Coordinator and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Overall Coordinator and the Sole Sponsor may require;

在不迟于五(5)个营业日之前向本公司、独家整体协调人及独家保荐人提供有关该转让的书面通知，且该通知包括该全资附属公司的身份以及本公司、独家整体协调人及独家保荐人可能要求的并令他们满意的证据，以证明预期受让人为投资者的全资附属公司；

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

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

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

该全资附属公司须被视为已给予第6条规定的相同承认、确认、声明、承诺和保证；

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及个别地承担本协议订明的所有法律责任及义务；

(e) 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 favor of the Company, the Sole Overall Coordinator and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure 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 and gives the same acknowledgement, confirmations, representations, undertakings and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、独家整体协调人及独家保荐人及以他们为受益人），表明其同意及投资者须促致该附属公司同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、声明、承诺及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议项下所有责任及义务；及

- (f) such wholly-owned subsidiary is (A) a QIB or (B) (i) is not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司是(i)并非且未来也并非美国人士也不是为美国人士受益而收购投资者股份；(ii)位于且将来位于美国境外；并(iii)将根据《证券法》S规例在离岸交易中收购相关股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Overall 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 at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined 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

(as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非取得本公司、独家整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接和间接）持有的总持股量应一直低于公司全部已发行股本的10%（或于《上市规则》中所不时规定的用于定义「主要股东」的其他百分比）并在上市日期后的12个月内，其不会成为本公司核心关连人士（根据《上市规则》定义），投资者及其紧密联系人（根据《上市规则》定义）直接及间接持有本公司全部已发行股本中的总股权不得造成公众持有的本公司股权（根据《上市规则》定义并由香港联交所解释，包括但不限于《上市规则》第 8.08 条）低于《上市规则》第8.08条的百分比或联交所可能批准并不时适用于本公司的其他百分比规定。投资者同意，如果发现上述任何情况，将以书面形式尽快通知本公司、独家整体协调人及独家保荐人。

- 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 and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sole Overall 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 its 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 Offering, except that a waiver or consent is obtained from the Stock Exchange.

投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、独家整体协调人及 / 或独家保荐人合理请求向本公司、独家整体协调人和独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份，除非获得联交所的豁免或同意。

- 5.5 The Investor and its affiliates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, and shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated or amended from time to time) and any other applicable Laws or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners,

advisors, agents or representatives. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, directors, officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其附属人士、董事、监事（如适用）、高级人员、雇员或代理均未接受或订立，以及不得与本公司、本公司的控股股东、本集团任何其他成员公司或其各自的附属人士、高级人员、董事、监事（如适用）、雇员、员工、关连人士、合作伙伴、顾问、代理人或代表订立与《上市规则》（包括《上市规则》附录F1（《股本证券的配售指引》）、联交所刊发的新上市申请人指南第4.15章（不时更新或修订）以及任何有关政府机构的任何其他适用法律和法规或香港监管部门发布的法律和书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者将对自身及其附属人士、董事、高级人员、监事（如适用）、雇员、职员、联系人、合作伙伴、顾问、代理或代表违反本协议第5.5条的行为负责。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺和保证

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Sole Overall Coordinator and the Sole Sponsor that:

投资者向本公司、独家整体协调人及独家保荐人声明、保证、承诺、承认、同意和确认：

- (a) each of the Company, the Sole Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, officers, supervisors (where applicable), 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, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Overall Coordinator, and the Sole Sponsor and their respective affiliates on the basis that the Global offering is delayed 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;

本公司、独家整体协调人、独家保荐人及他们各自的附属人士、董事、高级人员、监事（如适用）、雇员、代理、顾问、联系人、合作伙伴和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示性发售价范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售

价范围内，前述人士概不会对投资者负有任何法律责任，每位投资者特此放弃由于全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示性发售价范围内而对本公司、独家整体协调人和独家保荐人及他们各自的联属人士的任何索赔或诉讼的权利（如有）；

- (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、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及展示。

- (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;

须根据《上市规则》提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他监管机构在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向独家整体协调人披露；

- (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;

发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；

- (e) the Investor Shares will be subscribed for by the Investor through the Sole Overall Coordinator and/or its respective affiliates in its capacity as international representative of the international underwriters of the International Offering;

投资者股份将由投资者通过独家整体协调人及 / 或其联属人士以其作为国际发售的国际承销商的国际代表之身份认购；

- (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, the applicable Laws and this Agreement;

投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件、可适用的法律及本协议的条款和条件接受投资者股份；

- (g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

投资者并非公司的现有股东、关连人士或联属人士，亦不代表上述任何人士行事；

- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份数目可能受根据《上市规则》第18项应用指引及联交所刊发的新上市申请人指南第4.14章在国际发售与香港公开发售之间的重新分配股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (i) the Sole Overall Coordinator, the Sole Sponsor and the Company may adjust the allocation of the number of Investor Shares at their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company and (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange;

独家整体协调人、独家保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合(i)《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的股份百分比不得超过50%及(ii)《上市规则》第8.08(1)(a)条或联交所批准的最低公众持股量要求；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Overall Coordinator and 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 Offering;

于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家整体协调人及独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) neither the Company, the Sole Overall Coordinator, the Sole Sponsor nor any of their respective subsidiaries, agents, directors, supervisors (if applicable), 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 subscription for, or in relation to any dealings in, the Investor Shares;
本公司、独家整体协调人和独家保荐人或其各自的任何附属公司、代理、董事、监事（如适用）雇员或联属人士或参与全球发售的任何其他方均不对认购或任何有关投资者股份的交易任何税收、法律、货币或其他经济或其他后果承担任何责任；
- (l) the Investor has not subscribed for the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in (i) any directed selling efforts (within the meaning of Regulation S under the Securities Act), or (ii) any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D of the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;
投资者认购投资者股份未有基于，而投资者或其任何联属人士或代表其行事的任何人士概无从事或将从事有关投资者股份的(i)任何定向销售（具有《证券法》S规例所指的涵义），或(ii)任何一般招揽或一般广告（具有《证券法》D规例第502(c)条或与投资者股份相关的所作的涉及公开发行的任何行为（定义见《证券法》第4(2)部分）所指的涵义）；
- (m) 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;
投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (n) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

倘若投资者根据《证券法》第144A条认购投资者股份，则投资者股份将构成《证券法》第144条意义上的「限制性证券」；

- (o) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其明白及同意，仅可依据(A) 根据《证券法》第144条或该条规定的其他可用豁免，在美国境内进行交易；或(B) 《证券法》下S规例在美国境外于「离岸」交易（定义见《证券法》S规例）中转让投资者股份，及须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (p) it understands that none of the Company, the Sole Overall Coordinator, the Sole Sponsor or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其明白，本公司、独家整体协调人、独家保荐人、国际发售的任何国际承销商、或其各自的附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表均无就《证券法》下第144条、第144A条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and

holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents, partners 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 respective 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(r)) 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(r)) 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; 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问、代理、合作伙伴及代表（「获授权接收人」）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露；及(iii)将确保其获授权接收人（按照第6.1(r)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易股份或本公司或其附属人士或联系人的其他证券或衍生工具的行为；

- (s) 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: 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其各自代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、

修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何股份或其他证券的要约或邀请；及
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；

- (u) 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 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;

其已获其认为对评估收购投资者股份的的优点及风险属必要或可取的所有信息，及被给予询问本公司、独家整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供投资者或代投资者所要求的与投资投资者股份有关的所有文件和信息；

- (v) 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 and/or the Sole Sponsor (including their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), 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 Sponsor and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家整体协调人及 / 或独家保荐人（包括其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家整体协调人、独家保荐人及其各自董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售

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

- (w) none of the Sole Overall Coordinator, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (where applicable), 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, supervisors (where applicable), 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、独家保荐人、全球发售的其他承销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其各自的董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或就本公司或本集团成员的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者将遵守本协议下不时适用于其本身的所有限制（如有）、《上市规则》、有关各投资者（直接或间接）出售其为或将为或招股章程显示其作为实益拥有人的任何相关股份的任何适用法律；

- (y) it 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 Sponsor or the other underwriters in connection with the Global Offering, and none of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, advisors or representatives or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of or in relation to any dealings in the Investor Shares;
- 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何独家整体协调人、独家保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、独家整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事（如适用）、高级人员、雇员、顾问、代表或任何参与全球发售的一方均不对认购或收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；
- (z) 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 Sponsor or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, staff, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- 若全球发售因任何原因推迟或终止或未能完成，公司、独家整体协调人、独家保荐人或者其各自的任何联系人、联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、顾问、合伙人、代理或代表对投资者或其附属公司概不承担任何责任；
- (aa) the Investor has agreed that the payment for the Aggregate Investment

Amount and the related Brokerage and Levies shall be made by no later than one (1) day prior to (Hong Kong time) on the Listing Date;
投资者同意，总投资金额和相关的经纪佣金和征费的支付应于上市日期前不迟于一(1)天或之前（香港时间）；

- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sole Sponsor and/or the Sole Overall Coordinator on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement entered into by the Investor leading up to the Investor's subscription of the Investor Shares;
除和投资者签署的致使达成投资者股份的投资者认购本协议和保密性协议之外，投资者作为一方，和本公司、本公司的任何股东、独家保荐人及 / 或独家整体协调人作为另一方之间，无任何其他有关全球发售的协议；
- (cc) the Investor understands that no public market now exists for the Investor Shares and that none of the Company, the Sole Overall Coordinator, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives, associates, partners and advisers, nor any parties involved in the Global Offering has made any assurances that a public or active market will ever exist for the Investor Shares;
投资者明白，投资者股份目前并无公开市场，及本公司、独家整体协调人、独家保荐人及全球发售下的承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人和顾问，或任何参与全球发售的相关人士并未就将存在投资者股份的公开或活跃的市场作出担保；
- (dd) 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;
交易股份须遵守适用法律（包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制）；
- (ee) 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; and
就相关股份而言，未遵守本协议的限制条件进行的发售、出售、质押或其他转让将不获本公司认可；和
- (ff) subject to clause 4, the Company and the Sole Overall Coordinator will have absolute discretion to change or adjust:
受限于第4条内容，本公司及独家整体协调人将有绝对酌情权更改或

调整:

- (i) the number of Shares to be offered pursuant to the Global Offering or any part thereof; and
全球发售或其任何部分拟发售的股份数目; 和
- (ii) the allocation of Shares to be offered under the Hong Kong Public Offering and the International Offering, respectively.
香港公开发售和国际发售分别的股份分配。

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

投资者向本公司、独家整体协调人及独家保荐人进一步声明、保证及承诺:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
其已依据其注册成立地点的法律妥为注册成立及有效存续并信誉良好, 及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其有资格获取和使用本协议项下的信息(包括, 除其他外, 本协议、招股书和初步发售通函的草稿), 且不违反适用于该投资者的所有法律, 或不需要在该投资者所在的司法管辖区进行任何注册或获得许可;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限;
- (d) 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 obligations 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 above;
其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协

议项下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权），因此，除上文第3.1条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 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 or acquisition of (as the case may be) the Investor Shares under this Agreement have been obtained and are in full force and effect and have not been withdrawn, invalidated, revoked or set aside. None of the Approvals is subject to any condition precedent which has not been fulfilled or performed, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sole Overall Coordinator and the Sole Sponsor in writing forthwith if the Approvals cease to be in full force and effect or is withdrawn, invalidated, revoked or set aside for any reason;
依据适用于投资者的任何相关法律及投资者依据本协议须就认购或收购（视情况）投资者股份取得的所有同意、批准、授权、许可及登记（「批准」）均已取得及具备十足效力及作用且没有被撤回、无效、撤销或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制，投资者也不清楚任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步协定并承诺，如若批准因任何原因不再完全有效或被撤回、无效、撤销或搁置，将立即以书面方式及时通知本公司、独家整体协调人及独家保荐人；
- (h) the execution and delivery of this Agreement by the Investor, and the performance by each of them of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein 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，及他们各自履行本协议及认购或收购（视情况而定）投资者股份及此处考量的交易之完成接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者各自的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易分别须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府机构的任何裁决、命令或判令；

- (i) it has complied and will continue to comply with all applicable Laws in all jurisdictions relevant to the subscription for or acquisition of (as the case may be) the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly via the Company, the Sole Overall Coordinator and/or the Sole Sponsor, to the Stock Exchange, the SFC, the CSRC and/or 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 or acquisition of (as the case may be) 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 or acquisition of (as the case may be) the Investor Shares and the lock-up period); and/or (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)) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators as such Regulators may request 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;

其已经并将继续遵守有关认购或收购（视情况而定）投资者股份的所有司法管辖区的所有适用法律，包括在各种情况下按适用法律及联交

所、证监会、中国证监会及 / 或其他政府、公共、货币或监管当局或机构或证券交易所（统称「监管机构」）的不时要求在时限内向监管机构提供信息，或促使或促致直接或间接通过本公司、独家整体协调人及 / 或独家保荐人向上述监管机构提供所要求的信息，并接受及同意该等信息的披露（包括但不限于(i)投资者及其最终实益拥有人及 / 或最终负责发出有关认购或收购（视情况而定）投资者股份的指令的人士的身份信息（包括但不限于其等各自的姓名及注册成立地点）；(ii)据此拟进行的交易（包括但不限于认购或收购（视情况而定）投资者股份的详情及禁售期）；及 / 或(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人以及该掉期安排或其他金融或投资产品提供商的身份信息）（统称「投资者相关信息」）。投资者进一步授权本公司、独家整体协调人、独家保荐人或其各自附属人士、董事、高级人员、雇员、顾问及代表向相关监管机构披露相关监管机构可能要求的任何投资者相关信息及 / 或根据《上市规则》或适用法律的规定或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and, in the case of the latter, it has read and understood the professional investor treatment notice as set out in Schedule 3 to this Agreement (the “**Professional Investor Treatment Notice**”) and acknowledges and agrees to the Professional Investor Treatment Notice in relation to its purchase of the Investor Shares hereunder (for the purpose of the Professional Investor Treatment Notice, references to “**you**” and “**your**” therein shall refer to and/or with effect with reference to the Investor and relating to the Investor, and references to “**we**” and “**our**” therein shall refer to and/or with effect with reference to the Sole Overall Coordinator and the underwriters in the Global Offering); by entering into this Agreement, it is not a client of any of the Sole Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;

其常规业务为买卖股份或债权证，或是专业投资者，并且在后一情形下，其已阅读并理解本协议附表三中载明的专业投资者认定通知（“专业投资者认定通知”）并且就购买本协议下投资者股份的事宜，确认并接受专业投资者认定通知（就专业投资者认定通知而言，其中凡提及“阁下”及“阁下的”之处，指投资者及有关投资者且/或具有投资者及有关投资者的效果，凡提及“我们”及“我们的”之处，指全球发售的独家整体协调人和承销商且/或具有全球发售的独家整体协调人和承销商的效果）；一经签订本协议，就本协议项下的交易而言，其并非独家整体协调人或独家保荐人的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) (i) if subscribing for the Investor Shares in the United States, it is a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is not a U.S. Person, and is not subscribing the Investor Shares for the account or benefit of a U.S. Person, and is located outside the United States, and is acquiring the Investor Shares in an “offshore transaction” within the meaning of Regulation S under the Securities Act and in accordance with any applicable securities laws of any state in the United States and any other jurisdictions;
(i) 如果在美国境内进行认购投资者股份，应为合格的机构投资者；或(ii) 如果在美国境外进行认购投资者股份，其非为美国人士，并不是为美国人士受益而认购投资者股份，并身处于美国境外，并根据《证券法》下S规例所指「离岸交易」以及美国任何州及其他司法管辖区的任何适用证券法收购投资者股份；
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act; 投资者在一项豁免遵守《证券法》登记规定或不受该等规定规限的交易中认购投资者股份；
- (o) the Investor and the Investor’s beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its 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 or shall not constitute a “connected transaction” (as defined in the Listing Rules) and 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; and (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, 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 the 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;

投资者及投资者的实益拥有人，以及投资者购买投资者股份的受益人（如有）及 / 或其联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份不应且将不会构成「关连交易」（根据《上市规则》定义）或导致投资者及其实益拥有人成为本公司的关连人士（定义见《上市规则》），及紧随交割后就本公司控制权将独立于任何关连人士且不会与该等人士一致行动（定义见证监会发布的《公司收购、合并及股份回购守则》）；及(iii)具有履行本协议项下产生的所有义务的财务能力；及(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、主要行政人员、控股股东、主要股东或现有股东，或彼等的任何紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收任何相关人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；

- (p) the Investor will use its own funds to subscribe for the Investor Shares, 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;

投资者将用其自有资金认购投资者股份，且未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Sole Overall Coordinator, the Sole Sponsor, the global coordinator(s), the bookrunner(s), the lead manager(s), the underwriters of the Global Offering or any distributors. The term “connected client” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人以及投资者购买投资者股份的受益人（如有）

及 / 或联系人均非独家整体协调人、独家保荐人、全球协调人、账簿管理人、牵头经办人、全球发售的承销商或任何分销商中任何人士的「**关连客户**」。词语「**关连客户**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；

- (r) 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;
投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语「**全权管理投资组合**」具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months) supervisor (where applicable) or an existing shareholder of the Company or its associates or a nominee of any of the foregoing except that a waiver or consent is obtained from the Stock Exchange;
投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事（如适用）或当前股东或上述任何职位的提名人士，联交所豁免或同意的除外；
- (t) save as previously notified to the Sole Sponsor and the Sole Overall Coordinator 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;
除先前已书面通知独家保荐人及独家整体协调人外，投资者或其实益拥有人均不属于(a)联交所的 FINI 承配人名单模板所载或按FINI 界面或《上市规则》要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按《上市规则》（包括但不限于第12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (u) 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;
投资者并未及将不会就分销股份与任何「**分销商**」（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) the subscription for the Investor Shares will comply with the provisions of

Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange as well as any other provisions of the Listing Rules, all relevant guidelines issued by the SFC and the Stock Exchange and all applicable Laws and regulations of the Governmental Authority (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Sole Overall Coordinator to be in breach of such provisions;

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》）的条文、联交所刊发的新上市申请人指南第4.15章以及《上市规则》的任何其他有关规定以及证监会和联交所发出的所有相关指引以及有关政府机构发出的所有适用法律和法规（不时更新或修订），且不会存在任何会导致公司、独家保荐人及/或独家整体协调人违反该等条文的行为；

- (w) neither the Investor nor any of its affiliates, directors, supervisors (where applicable), officers, employees, staff, associates, partners, agents or representatives, has accepted or entered into any agreement or arrangement to accept any direct or indirect benefits by side letter or otherwise, or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange (as updated and amended from time to time);
投资者、或其联属公司、董事、监事（如适用）、高级管理人员、雇员、人员、联系人、合伙人、代理或代表，均未通过补充条款或其他方式接受或者签订任何协议或安排以接受任何直接或间接利益，或者以其他方式从事不符合或违反联交所刊发的新上市申请人指南第4.15章（不时更新或修订）的任何行为或活动；
- (x) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in 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》）所持（直接或间接）本公司已发行股份总数不得导致公众持有（定义见《上市规则》）的本公司证券总数低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by their respective subsidiaries, by any connected person of the Company, by any one of the Sole Overall Coordinator, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will

participate in the Global Offering and any of their associates;

投资者、其各自实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、各自的附属公司、任何关连人士、任何独家整体协调人、独家保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；

- (z) 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;

投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与彼等概无关联；

- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide For New Listing Applicants published by the Stock Exchange) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or its controlling shareholders, any member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents on the other hand;

投资者或其附属公司、董事、监事（如适用）、高级人员、雇员或代理与本公司或其控股股东、本集团任何成员公司或其各自的联属机构、董事、高级人员、监事（如适用）、雇员或代理并无订立或将订立任何协议或安排，包括与《上市规则》不符的任何附带函件(包括联交所刊发的新上市申请人指南第4.15章)；

- (bb) 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;

除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府机构或任何第三方订立任何安排、协议或承诺；

- (cc) save as previously disclosed to the Company, the Sole Sponsor and the Sole Overall Coordinator 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

除先前已向本公司、独家保荐人及独家整体协调人书面披露外，投资者、其实益拥有人及/或联系人未有及将不会订立任何涉及投资者股份的掉期安排或其他金融或投资产品；及

- (dd) none of the Investor or any of its associates has applied for or placed an order 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, except that a waiver or consent is obtained from the Stock Exchange.

除依据本协议外，投资者或其任何联系人均未或将申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单，除非获得联交所的豁免或同意。

- 6.3 The Investor represents and warrants to the Company, the Sole Overall 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 Sponsor and the Sole Overall Coordinator 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 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 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 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 including without limitation 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, 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.

投资者向本公司、独家整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明及向监管机构及 / 或本公司、独家保荐人及独家整体协调人及彼等各自的联属人士提供及 / 或应彼等要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、独家整体协调人及/或独家保荐人或上述人士代表可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、独家整体协调人及 / 或独家保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或相关监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后，投资者须被视为担保有关其及其所属公司集团的说明

明在各方面真实、准确及完整，及并无具有误导性。

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations 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 Sponsor, the other underwriters of the Global Offering, 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, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Overall Coordinator and the Sole Sponsor as soon as possible in writing if any of the warranties, undertakings, representations, agreements, confirmations and acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect. 投资者理解，第6.1及6.2条中的保证、承诺、声明、同意、确认及承认应根据（其中不包括）香港法律及美国证券法的要求作出。投资者承认，本公司、独家整体协调人、独家保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、同意、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、同意、确认及承认在任何方面不再准确及完整或变得具有误导性时尽快书面通知本公司、独家整体协调人及独家保荐人。
- 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 Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, supervisors (if applicable), 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. The provision of this clause 6.5 shall survive the termination of this Agreement in all circumstances, and any indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、独家整体协调人、独家保荐人及全球发售的其他承销商（代表自身或

以信托的行事代表各各自联属人士)、《证券法》所指控制其的任何人士以及各各自高级人员、董事、监事(如适用)、雇员、职员、联系人、合伙人、代理及代表(统称「获弥偿方」)提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿,及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿,并使其不受损害。在任何情况下,本协议第 6.5 条的规定均应在本协议终止后继续有效,并且即使本协议终止,投资者在本协议中提供的任何弥偿也应继续有效。

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.

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

6.7 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其依据成立地的法律妥为注册成立及有效存续;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的全部权力、权限及能力,及已就此采取所有必要行动;
- (c) subject to payment in accordance with clause 4.2 and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the Shares then in issue and to be listed on the Stock Exchange;
在第4.2条规定的付款以及第5.1条所载的禁售期的规限下,投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利,及须于当时已发行及将于联交所上市的股份享有同等地位;
- (d) none of the Company and its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where

applicable), 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 Guide For New Listing Applicants published by the Stock Exchange) (as updated or amended from time to time) with any of the Investors, or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents; and 本公司及其控股股东、任何集团成员公司及其各自附属人士、董事、监事（如适用）、高级人员、雇员、及代理均未与任何投资者或其各自的附属人士、董事、监事（如适用）、高级人员、雇员或代理订立不符合《上市规则》（包括联交所刊发的新上市申请人指南第4.15章）（不时更新或修订）的任何协议或安排（包括单边保证函）；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, supervisors (where applicable), officers, employees, or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、监事（如适用）、高级人员、雇员、或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.
本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的股份的其他投资者相同的权利。

7. TERMINATION 终止

- 7.1 This Agreement may be terminated:
本协议可：

- (a) in accordance with clauses 3.2, 4.5 and 4.7;
根据第3.2条、第4.5条和第4.7条予以终止；
- (b) solely by the Company, or by each of the Sole Overall 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 Investor's wholly-owned subsidiary (in the case of subscription for Investor Shares through a wholly-owned subsidiary pursuant to clause 2.2 above or in the case of transfer of Investor Shares pursuant to clause 5.2 above) (including a material breach of the acknowledgements, representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary

to this Agreement); or

倘若投资者或投资者的全资附属公司（根据上述第2.2条规定的通过全资附属公司认购投资者股份情形下或根据上述第5.2条规定的投资者股份转让情形下）于国际发售交割或在此之前严重违反本协议（包括投资者严重违反本协议下的承认、声明、保证、承诺及确认），则由本公司或每一独家整体协调人及独家保荐人单方予以终止（尽管本协议中任何条文存在相反的规定）；或

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

经各方书面同意予以终止。

7.2 Without prejudice to clause 7.3, 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.

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

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive the termination of this Agreement in all circumstances.

尽管有前述规定，第6.5条及投资者提供的弥偿在任何情况下均应在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement and the confidentiality 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 Sponsor and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Overall Coordinator and/or the Sole Sponsor are 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 and/or the Sole Sponsor in connection with the Global Offering;

联交所、证监会、中国证监会及 / 或本公司、独家整体协调人及 / 或独家保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或其代表将发行的公开文件及本公司、独家整体协调人及 / 或独家保荐人或上述人士代表将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

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

该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including without limitation 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.

或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括但不限于联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

- 8.2 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 and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、独家整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Overall 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 and the Sole Sponsor and their respective counsels.
本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、独家整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、独家整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 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 background information, its relationship with the Company, and 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 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 Sponsor and/or the Sole Overall Coordinator to comply with applicable companies or securities registration and/or the requests of competent Regulators, including without limitation the Stock Exchange, the SFC and the CSRC.
投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家整体协调人或独家保荐人可合理要求的与之有关、涉及其背景信息及与本公司的关系及涉及其拥有权（包括最终实益拥有权）及/或其他涉及本协议提述事项的进一步数据及/或辅助文档）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及/或独家整体协调人能够遵守适用的公司或证券登记及/或包括但不限于联交所、证监会及中国证监会在内的主管监管机构的要求。

9. NOTICES 通知

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

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

If to the Company, to:

若发送至本公司，则发送至：

Address: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States
地址: 4515 Taylor Circle, Duluth, Minnesota, 55811, United States

Email: dmumford@cirrusaircraft.com
邮件: dmumford@cirrusaircraft.com

Telephone: 1-218-788-3256
电话: 1-218-788-3256

Attention: Dan Mumford
收件人: Dan Mumford

If to CICC, to:

若发送至中金，则发送至：

Address: 29th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
地址: 香港中环港景街1号国际金融中心29楼

Email: IB_apollo2023@cicc.com.cn
邮件: IB_apollo2023@cicc.com.cn

Telephone: 010-65051166
电话: 010-65051166

Attention: Conglu Yue
收件人: 岳丛璐

If to the Investor, to:

若发送至投资者，则发送至：

Address: 25/F, Building 10, Guolian Financial Building, No. 8 Financial First Street, Taihu New City, Wuxi City, Jiangsu

Province
地址：江苏省无锡市太湖新城金融一街8号国联金融大厦10号楼25楼

Email: wangjian@wuxicapital.com.cn
邮件： wangjian@wuxicapital.com.cn

Facsimile: 0510-82831198
传真： 0510-82831198

Attention: Jian Wang
收件人： 王坚

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

本协议下的任何通知须以专人递送、传真、邮件或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电子邮件发送，则为发送时间后（将根据发件人发送电子邮件的设备上的记录，无论该电子邮件是否被确认收件，除非发件人收到电子邮件被自动回复显示该电子邮件未被递送）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. GENERAL 一般条款

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

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

可以履行下文所述的义务。

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Sole Overall Coordinator shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.
除明显错误外，就本协议而言，本公司及独家整体协调人真诚作出的有关投资者股份数目、发售价的计算及投资者根据本协议第4.2条应支付的金额的决定为最终及有约束力的计算及决定。
- 10.3 The Investor, the Company, the Sole Overall 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 and the transactions contemplated under this Agreement.
投资者、本公司、独家整体协调人及独家保荐人在向第三方发送任何通知或为本协议目的或就本协议及本协议项下的交易而需要或可能需要获取第三方的同意及 / 或批准时应通力合作。
- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。为避免疑义，对本协议的任何变更或修改均无需事先通知非本协议项下当事一方的任何人或获得其同意。
- 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.
除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.6 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 among the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.7 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.

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

- 10.8 Other than the confidentiality agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

- 10.9 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条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：

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

获弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.9(a).

本协议可终止或取消及任何条款可未经第10.9(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

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

独家整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，独家整体协调人或独家保荐人须对其根据本

分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.11 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.

一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

- 10.12 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:

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

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

本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

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

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

- 10.13 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. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转

移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.14 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 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.

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

- 10.15 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.

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

- 10.16 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

各方不可撤销且无条件地同意，本协议可通过根据适用法律附加电子签名的方式签署，并且所使用的方法对于文档中所包含信息的传输目的是可靠且适当的。

11. GOVERNING LAW AND JURISDICTION 管辖法律和司法管辖权

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

本协议及各方之间的关系受香港法例管辖并据其解释。

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong law. There shall be three (3) arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim

injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效（「争议」）须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律须为香港法。将有三(3)位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. IMMUNITY 豁免

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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

13. 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.

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

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

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

FOR AND ON BEHALF OF:

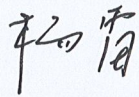
为及代表：

CIRRUS AIRCRAFT LIMITED

西锐飞机有限公司

By:

签署人：



Name: Lei YANG

姓名：杨雷

Title: Non-executive Director and Chairman of the Board of Directors

职衔：非执行董事及董事长

FOR AND ON BEHALF OF:
为及代表:

**WUXI JINTOU LIANYING INDUSTRIAL INVESTMENT PARTNERSHIP
(LIMITED PARTNERSHIP)**
无锡金投联盈产业投资合伙企业（有限合伙）



By:
签署人:

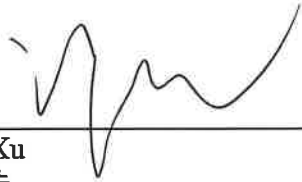
A handwritten signature in black ink, appearing to read "华晓峰".

Name: _____
姓名: 华晓峰
Title:
职衔: 执行事务合伙人委派代表

FOR AND ON BEHALF OF:
为及代表:

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

By:
签署人:



Name: Jia Xu

姓名: 许佳

Title: Managing Director

职衔: 董事总经理

SCHEDULE 1 附表一

INVESTOR SHARES

投资者股份

Number of Investor Shares

投资者股份数目

The number of Investor Shares to be subscribed for by the Investor shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated at an exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 Shares; provided that if there are differences between the exchange rate quoted in the Prospectus and the exchange rate on the actual date of payment, the Overall Coordinator and the Company shall have the sole and absolute discretion to adjust the number of Investor Shares based on the actual amount of Hong Kong dollar received from the Investor.

投资者将认购的投资者股份数目应等于(1相当于5,000,000美元的港元(参考招股书中确定的汇率为准))(不包括投资者将支付的与投资者股份有关的经纪佣金及征费)除以(2)发售价,下舍入至最接近100股份的整数每手买卖单位;但在招股书中确定的汇率与实际缴款日的汇率存在差异的情况下,独家整体协调人及本公司可根据从投资者收到的港元凭全权绝对酌情权调整投资者股份数目。

For illustrative purpose, the number of Investor Shares is expected to range from 1,298,300 Shares (assuming an Offer Price of HK\$30.08) to 1,428,400 Shares (assuming an Offer Price of HK\$27.34), and the Investor's shareholding percentage in the Company's total issued share capital immediately after the Global Offering is expected to range from approximately 0.4% (assuming an Offer Price of HK\$30.08) to approximately 0.4% (assuming an Offer Price of HK\$27.34), assuming the Over-allotment Option is not exercised; provided however, the final number of Investor Shares and the Investor's shareholding percentage in the Company shall be determined based on the final Offer Price as agreed according to the price determination agreement to be signed among the Company and the Sole Overall Coordinator in connection with the Global Offering.

为呈现目的,投资者股份数目预计为1,298,300股(假设发售价为30.08港元)至1,428,400股(假设发售价为27.34港元),及假设超额配售权未获行使,投资者于全球发售后占本公司已发行股本总额的持股比例预计为约0.4%(假设发售价为30.08港元)至约0.4%(假设发售价为27.34港元);唯最终投资者股份数目及投资者于本公司的持股比例应根据本公司与独家整体协调人就全球发售签署的定价协议中协定的最终发售价确定。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public

Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – 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 Offering. Further, the Sole Overall Coordinator and the Company may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) 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 shall be beneficially owned by the three largest public shareholders of the Company or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules or as otherwise approved by the Stock Exchange.

根据《上市规则》第18项应用指引第4.2段、联交所刊发的新上市申请人指南第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中「全球发售架构—香港公开发售—重新分配」一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，独家整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；或（ii）《上市规则》第8.08(1)(a)条规定的最低公众持股量要求或联交所批准的其他要求。

SCHEDULE 2 附表二
PARTICULARS OF INVESTOR
投资者详情

The Investor

投资者

Place of incorporation: 注册成立地:	PRC 中国
Certificate of incorporation number: 注册证书编号:	91320200MA7MHCL17H
Business registration number: 商业登记号码:	91320200MA7MHCL17H
LEI number: LEI号码:	N/A
Business address and telephone number and contact person: 营业地址、电话号码及联系人:	25/F, Building 10, Guolian Financial Building, No. 8 Financial First Street, Taihu New City, Wuxi City, Jiangsu Province 0510-83692288-85050 Jian Wang 江苏省无锡市太湖新城金融一街8号国联金融大厦10号 楼25楼 0510-83692288-85050 王坚
Principal activities: 主要业务:	Equity investment 股权投资
Ultimate controlling shareholder: 最终控股股东:	The State-owned Asset Supervision and Administration Commission of Wuxi 无锡市人民政府国有资产监督管理委员会
Place of incorporation of ultimate controlling shareholder(s):	PRC 中国

最终控股股东的注册地:

Business registration number and LEI number of ultimate controlling shareholder(s): N/A

最终控股股东的商业登记号码及LEI号码:

Principal activities of ultimate controlling shareholder(s): Management of state-owned assets
国有资产管理

最终控股股东的主要业务:

Partners and interests held:

合伙人及持有之权益:

Wuxi Guolian Industrial Investment Private Fund Management Co., Ltd.* (无锡国联产业投资私募基金管理有限公司) (general partner, 1.25%);

Wuxi Jintou Holdings Co., Ltd.* (无锡金投控股有限公司) (limited partner, 98.75%)

无锡国联产业投资私募基金管理有限公司 (普通合伙人, 1.25%);

无锡金投控股有限公司 (有限合伙人, 98.75%)

Description of the Investor for insertion in the Prospectus:

投资者在招股章程中的描述:

Wuxi Jintou is a limited partnership incorporated in the PRC. The general partner of Wuxi Jintou is Wuxi Guolian Industrial Investment Private Fund Management Co., Ltd.* (无锡国联产业投资私募基金管理有限公司), which also holds approximately 1.25% of Wuxi Jintou's partnership interest. Wuxi Jintou is ultimately controlled by the SASAC of Wuxi (无锡市人民政府国有资产监督管理委员会). Wuxi Jintou Holdings Co., Ltd.* (无锡金投控股有限公司) is the limited partner of Wuxi Jintou and holds approximately 98.75% partnership interest in Wuxi Jintou. Wuxi Jintou focuses on the equity investments and venture capital investments in various technology sectors such as the next-generation information technology, high-end equipment manufacture, green low carbon industry, modern service industry, biology industry, new materials industry and healthcare industry. Wuxi Jintou approached the Company after learning of the Proposed Listing from public sources.

无锡金投是一家于中国注册成立的有限合伙企业。无锡金投的普通合伙人是无锡国联产业投资私募基金管理有限公司,亦持有无锡金投约1.25%的合伙权益。无锡金投由无锡市人民政府国有资产监督管理委员会最

终控制。无锡金投控股有限公司为无锡金投的有限合伙人，持有无锡金投约98.75%的合伙权益。无锡金投专注于新一代信息技术产业、高端装备制造产业、绿色低碳产业、现代服务产业、生物产业、新材料产业、医疗大健康产业等多个技术领域的股权投资及风险投资。无锡金投自公开渠道获悉建议上市后与本公司接洽。

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 places):

相关投资者类别（根据要求包含在联交所的FINI承配人名单模板中或按FINI界面要求须披露的承配人类别）：

Cornerstone Investor

基石投资者

SCHEDULE 3 附录三

PROFESSIONAL INVESTOR TREATMENT NOTICE

专业投资者认定通知

PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE

甲部 – 机构投资者认定通知

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**”).

因阁下属于《证券及期货条例》附表1第一部有关“专业投资者”定义第(a)至(i)段以及其附属法例所述的一类人士，故阁下为专业投资者（“**机构专业投资者**”）。

2. Since you are an Institutional Professional Investor, we are automatically exempted from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

由于阁下为机构专业投资者，我们自然而然被豁免遵守证券及期货事务监察委员会持牌人或注册人操守准则（“**操守准则**”）项下若干要求，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

2.1 Information about clients

关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work; 建档记录阁下的财务情况、投资经验和投资目标，但不适用于我们提供有关企业融资的意见的情况；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives; 确保推荐的意见或招揽行为切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives; 评估阁下对衍生产品的知识并根据阁下对衍生产品的知识并对阁下进行分类；

2.2 Client agreement

客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

2.3 Information for client 给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽快确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

2.4 Discretionary accounts 全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；以及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第2.4(i)段所述的授权。

2. You 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.

阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第571Q章）下规定的任何成交单据、户口结单或收据。

PART B – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

乙部 – 法团专业投资者认定通知

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**”).

因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D 章）（“**专业投资者规则**”）第 3(a)、(c)及(d)条中所述的一类人士，故阁下为专业投资者（“**法团专业投资者**”）。

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

以下人士为专业投资者规则第 3(a)、(c)及(d)条项下的法团专业投资者：

- (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:

指任何按一个或多个信托作为受托人被委托管理不少于4,000万港元（或任何等值外币）总资产的信托法团，以上金额以有关日期当日的总资产为准，或者：

- (A) as stated in the most recent audited financial statement prepared:

以记载于：

- (I) in respect of the trust corporation; and

该信托法团的；并

- (II) within 16 months before the relevant date;

在有关日期前 16 个月内；

拟备的最近期经审计财务报表的总资产为准；

- (B) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared:

以参照记载于：

- (I) in respect of the trust or any of the trusts; and

该信托或其中任意一个相关信托的；并

- (II) within 16 months before the relevant date; or

在有关日期前 16 个月内；或

拟备的一份或多份最近期经审计财务报表的总资产为准；或者

- (C) as ascertained by referring to one or more custodian statements issued to the

trust corporation:

以参照记载于:

- (I) in respect of the trust or any of the trusts; and
该信托或其中任意一个相关信托的; 并
- (II) within 12 months before the relevant date;
在有关日期前 12 个月内;

发给该信托法团的一份或多份保管人结单的总资产为准

(ii) any corporation or partnership having:

具备以下条件的任何法团或合伙企业:

- (A) a portfolio of not less than HKD\$8 million or its equivalent in any foreign currency; or
拥有不少于800万港元 (或任何等值外币) 的投资组合; 或
- (B) total assets of not less than HKD\$40 million or its equivalent in any foreign currency,
拥有不少于4,000万港元 (或任何等值外币) 总资产,

at the relevant date or as ascertained by referring to:

以上金额以有关日期当日为准, 或是参照:

(C) the most recent audited financial statement prepared:
记载于:

- (I) in respect of the corporation or partnership (as the case may be); and
该法团或合伙企业 (取其适用者) 的; 并
- (II) within 16 months before the relevant date; or
在有关日期前16个月内

拟备的最近期经审计财务报表的数额为准; 或

(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
参照记载于有关日期前12个月内发给该法团或合伙企业 (取其适用者) 的一份或多份保管人结单的数额为准; 以及

(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:
在有关日期当日唯一业务是持有投资项目并由以下一名或多名人士全资拥有的法团:

- (A) a trust corporation that falls within the description in paragraph (i);
符合第(i)段所述的信托法团;
- (B) an individual who, either alone or with any of his associates on a joint account, falls within the description in Section 3(b) of the Professional Investor Rules;
符合专业投资者规则第3(b)条的单独或联同其有联系者于联权共有账户拥有上述者的个人;
- (C) a corporation that falls within the description in paragraph (ii);
符合第(ii)段所述的法团;
- (D) a partnership that falls within the description in paragraph (ii).
符合第(ii)段所述的合伙企业。

2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code ("CPI Assessment") and concluded that:

我们已按照操守准则第 15.3A 段对阁下进行评估 (“法团专业投资者评估”), 结论为:

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person/s responsible for making investment decisions on behalf of you has/have sufficient investment background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement.
阁下符合以上第 1 段对“专业投资者”的定义, 并符合法团专业投资者评估的准则, 这特指阁下有恰当的企业结构和投资程序及控制, 且负责代表阁下作出投资决定的人士具备充分的投资背景, 而且, 阁下亦知悉本协议项下拟投资的相关产品及 / 或市场所涉及的风险。

OR
或

- (a) You fall within the definition of “professional investor” as set out in Paragraph 1 above but *do not* satisfy the criteria under the CPI Assessment.
阁下符合以上第 1 段对“专业投资者”的定义, 但不符合法团专业投资者评估的准则。

3. Where paragraph 2(a) is applicable, you consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor 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:

如第2(a)段适用, 阁下同意被视为法团专业投资者, 并明白同意被视为法团专业投资者的风险和后果, 阁下亦同意, 从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措:

3.1 Information about clients
关于客户的信息

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
建档记录阁下的财务情况、投资经验或投资目标，除非我们提供有关企业融资的意见，则不在此列；
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
确保推荐的意见或招购活动切合阁下的财务情况、投资经验和投资目标；
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
评估阁下对衍生产品的知识并根据阁下对衍生产品的知识对阁下进行分类；

3.2 Client agreement
客户协议

- (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;
就拟提供予阁下的服务订立符合操守准则的书面协议并为阁下提供有关的风险披露陈述；

3.3 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
在替阁下进行交易后尽速确认交易的要目；
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）；

3.4 Discretionary accounts
全权委托账户

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
在无阁下特别授权下替阁下进行交易前取得阁下的书面授权；及
- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule 3 and confirm it on an annual basis.
每年一次说明并确认本附录三甲部第 2.4(i)段所述的授权。

4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor 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:

如适用第 2(b)段，阁下同意被视为专业投资者，并明白同意被视为专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

4.1 Information for client
给客户的信息

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
向阁下披露本协议拟进行的交易的相关信息；
- (ii) inform you about the business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；及
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
为向阁下提供该计划的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）

5. 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.
阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为法团专

业投资者。

6. You 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.

阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第 571Q 章）下规定的任何成交单据、户口结单或收据。

PART C – INDIVIDUAL PROFESSIONAL INVESTOR TREATMENT NOTICE

丙部 – 个人专业投资者认定通知

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Individual Professional Investor**”). 因阁下属于《证券及期货（专业投资者）规则》（香港法例第 571D 章）（“**专业投资者规则**”）第 3(b)条中所述的一类人士，故阁下为专业投资者（“**个人专业投资者**”）。

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

以下人士为专业投资者规则第3(b)条项下的个人专业投资者：

- (i) any individual, either alone or with any of his 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:
单独或联同其联系人于某联权共有账户拥有不少于 800 万港元（或等值外币）的投资组合的个人，以上金额以有关日期当日为准，或者：
 - (A) as stated in a certificate issued by an auditor or a professional accountant of the individual within 12 months before the relevant date; or
以有关日期前12个月内记载于该人的审计师或专业会计师所发出的证明书为准；或
 - (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.
以参照有关日期前12个月内发给该人（单独或联同其联系人）的一份或多份保管人结单予以确定。

2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor 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:

阁下同意就所有投资产品及市场被视为个人专业投资者，并明白同意被视为个人专业投资者的风险和后果，阁下亦同意，从监管角度我们并无责任作出但在实际提供服务予阁下时或许会作出以下部分或全部举措：

- (i) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
告知阁下其业务或者阁下会接洽的员工和其他代表的身份及状况；
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
在替阁下进行交易后尽速确认交易的要目；及
 - (iii) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
和为向阁下提供纳斯达克-美国证券交易所试验计划（“该计划”）的文件（若然阁下希望通过香港联交所买卖获准在该计划中买卖的证券）。
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
阁下有权随时以书面方式通知我们，就所有或任何投资产品或市场撤回被视为个人专业投资者。
 4. You 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.
阁下同意及承认，我们不会向阁下提供香港《证券及期货(成交单据、户口结单及收据)规则》（香港法例第 571Q 章）下规定的任何成交单据、户口结单或收据。
 5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule 3.
如果我们向阁下招售或推荐任何金融产品，有关的金融产品必须合理地切合阁下的财务状况、投资经验和投资目标。本协议乃至我们可能端请阁下签署的其它文件或作出的声明中，均无其它条文减损本附录三丙部本第 5 段。