

关于玛纳斯隆盛达玉都氢能科技有限公司之股权转让协议

本《关于玛纳斯隆盛达玉都氢能科技有限公司之股权转让协议》(“本协议”)由以下各方于 2023 年 9 月 19 日在【乌鲁木齐】市订立并签署:

甲方(受让方): 新疆国富氢能科技服务有限公司(“新疆国富”), 系一家根据中国法律合法成立并有效存续的有限责任公司, 注册地址为新疆乌鲁木齐市甘泉堡经济技术开发区翰海东街 2345 号管委会 8-18 室, 统一社会信用代码为 91650190MAC0K2N26H。

乙方(转让方): 乌鲁木齐市隆盛达环保科技有限公司(“隆盛达”), 系一家根据中国法律合法成立并有效存续的有限责任公司, 注册地址为新疆乌鲁木齐市头屯河区工业园银泉街 32 号, 统一社会信用代码为 916501066734107765。

丙方(目标公司): 玛纳斯隆盛达玉都氢能科技有限公司(“玛纳斯玉都”), 系一家根据中国法律合法成立并有效存续的有限责任公司, 注册地址为新疆昌吉回族自治州玛纳斯县中华碧玉园政务中心 2 楼 2-73 室, 统一社会信用代码为 91652324MACNEP944X。

(甲方、乙方、丙方单称为“一方”, 合称为“各方”)

鉴于:

1. 目标公司系一家根据中国法律合法成立并有效存续的有限责任公司, 成立于 2023 年 7 月 3 日。截至本协议签署之日, 其注册资本为人民币 3,000 万元; 经营范围为一般项目: 技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广; 站用加氢及储氢设施销售; 装卸搬运; 停车场服务; 劳务服务(不含劳务派遣); 电气设备销售; 特种设备销售; 日用百货销售。(除依法须经批准的项目外, 凭营业执照依法自主开展经营活动)许可项目: 燃气汽车加气经营。(依法须经批准的项目, 经相关部门批准后方可开展经营活动, 具体经营项目以相关部门批准文件或许可证件为准)。

2. 截至本协议签署之日, 乙方持有目标公司 100% 股权, 认缴出资金额为人民币 3,000 万元、实缴出资金额为人民币【96】万元。

3. 乙方拟将其持有的目标公司 40% 股权(“标的股权”)转让给甲方, 甲方同意根据本协议约定的条款和条件自乙方处受让该等标的股权(“本次股权转让”)。

本协议各方本着平等互利的原则, 依据《中华人民共和国民法典》《中华人民共和国公司法》及其他有关法律和法规, 经友好协商, 达成如下协议:

第一条 释义

1.1 除非根据上下文另有特别明确的解释, 下列术语和解释在本协议具有如下

含义:

标的股权: 指乙方持有的目标公司 40%的股权, 对应目标公司人民币 1,200 万元注册资本(未实缴出资);

本次交易、本次股权转让: 指依照本协议之约定, 乙方将标的股权转让给甲方;

重大: 除非本协议中另有条款说明, 对于资产相关事项, 以单笔对目标公司净利润影响超过或可能超过【5】万元为标准; 对于诉讼、仲裁等事项, 以诉讼、仲裁等事项的结果不利于或可能不利于目标公司且目标公司应承担或可能需要承担的赔偿单笔或累计金额超过或可能导致【5】万元为标准;

法律规定: 在本协议中, 除非另有特别说明, 包括法律、法规、规章、规范性文件;

工作日: 指银行通常在中国营业办理正常银行业务的日期(不包括星期六、星期日和法定节假日);

中国: 指中华人民共和国, 为本协议之目的, 不包括香港特别行政区、澳门特别行政区和台湾地区;

元: 在本协议中, 除非另有特别说明, 均指中国法定货币人民币元。

- 1.2 本协议标题仅供参考, 不影响本协议的诠释。
- 1.3 本协议提及的“人”应包括法人、非法人组织以及合伙组织(无论其是否具有独立法人人格)。
- 1.4 本协议提及的任何文件(包括本协议)包括对这些文件不时的修改、合并、补充、更新和替代。

第二条 股权转让

2.1 本协议签署时目标公司的股权结构

截至本协议签署之日，目标公司的注册资本为人民币 3,000 万元，目标公司的股权结构如下：

序号	股东名称	认缴出资额(万元)	实缴出资额(万元)	出资比例	出资方式
1.	隆盛达	3,000.00	96.00	100.00%	货币
	合计	3,000.00	0.00	100.00%	-

2.2 标的股权的转让

2.2.1 乙方同意根据本协议约定的条款和条件将标的股权转让给甲方。自本协议签署之日起，甲方即持有标的股权全部权益(本协议签署之日为“交割日”)。

2.2.2 甲方同意根据本协议约定的条款和条件受让标的股权。

2.2.3 本协议约定之标的股权含标的股权的全部权益，包括与标的股权有关的所有权、利润分配权、表决权、董事提名权、监事提名权、资产分配权等目标公司章程和法律规定的公司股东应享有的一切权益。

2.3 股权转让价款

各方经协商后一致同意，鉴于乙方就标的股权未实缴出资，本协议项下标的股权的股权转让价款为人民币【0】元(大写：人民币【零】元)，为免疑义，甲方无需就本协议项下本次股权转让向乙方支付股权转让价款。本次股权转让完成后，由各方根据目标公司章程、《公司法》及相关法律法规的规定按时足额实缴出资。

2.4 本次股权转让完成后目标公司的股权结构

序号	股东名称	认缴出资额(万元)	实缴出资额(万元)	出资比例	出资方式
1.	新疆国富	1,200.00	0.00	40.00%	货币
2.	隆盛达	1,800.00	96.00	60.00%	货币

合计	3,000.00	96.00	100.00%	-
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第三条 陈述、保证与承诺

3.1 各方的陈述与保证

各方中的任何一方在此独立及分别向其他方做出如下陈述与保证，并确保该等陈述与保证在本协议有效期内持续有效并始终真实、准确和完整：

- 3.1.1 其签署本协议、履行本协议项下的一切义务以及完成本协议项下的交易等行为都已获得充分必要的授权；即各方已经过必要的程序获得了内部权力机构有效的授权，且不违反己方公司章程，不违反对各方有约束力的法律或合同方面的限制；
- 3.1.2 本协议一经签署即对其具有法律约束力；
- 3.1.3 本协议的签署和履行不违反其章程或其他组织文件(如涉及)、其作为一方的合同中任何条款或与之相冲突，且不违反任何中国的强制性法律法规规定；
- 3.1.4 积极签署并准备与本次股权转让有关的一切必要文件，互相配合办理本次股权转让的相关变更登记手续。

3.2 目标公司、乙方的进一步陈述、保证与承诺

目标公司、乙方进一步向甲方做出如下陈述与保证，并确保该等陈述与保证在目标公司完成工商变更手续前持续有效：

3.2.1 目标公司有效存续

目标公司为依法设立并有效存续的主体。目标公司的注册资本已经依据其公司章程，批准文件，批准证明和营业执照(“成立和变更文件”)中付款时间表的规定充分缴纳，符合中国法律要求，没有未缴纳、迟延缴纳、虚报或抽逃注册资本的情况，目标公司历次的股权转让亦符合中国法律要求。所有的成立和变更文件业已合法有效地获得批准或登记(如要求)，并且依据中国法律，都是有效，具有可执行力的。在成立和变更文件中所详述的目标公司的经营范围符合中国法律的要求。目标公司严格按照成立和变更文件所规定的经营范围和法律的规定开展经营活动。目标公司所有开展经营活动所需要的在中国法律规定下的证照、批准、许可都已经依法申请并获得；并且所有的这些许可都是有效存续的。目标公司已通过有关的政府授权机关对目标公司的证照许可的年检(如有)。

3.2.2 财务报告

目标公司向甲方提供的截至【2023】年【8】月【31】日(“资产负债表日”)的财务报表(未经审计)真实、完整和准确的反映了目标公司在相关期间或相关基准日的经营状况和财务状况。目标公司的所有审计账目及管理账目(包括转让账目)均根据中国有关法律的财务、会计制度并结合目标公司的具体情况而制定及真实和公平地反映目标公司在有关账目日期的财务及经营状况;目标公司之财务记录和资料完全符合中国法律和法规的要求以及符合中国标准会计准则。

3.2.3 未披露债务

在本次股权转让工商变更登记完成前,目标公司不存在资产负债表中未体现的任何其他债务、欠款和欠税,但在资产负债表日以后发生的属于目标公司正常经营活动中的债务,且不为本协议所禁止,不会对目标公司的任何股东或目标公司本身产生任何重大不利影响的债务除外。除已向甲方披露的外,目标公司从未为其他人提供保证担保责任,也从未以其财产设定任何抵押、质押及其他担保权。目标公司如存在其他未披露所有的负债、或有负债等债务,均由乙方承担,如违反本条款而给甲方造成的任何直接损失,由乙方承担所有违约责任。

3.2.4 股本结构

在工商管理部门登记备案的公司章程及章程修正案中所载的目标公司注册资本权益结构与乙方和目标公司向甲方提供的公司章程及章程修正案的记载完全一致,且准确、完整地反映了本协议签署时目标公司的股本结构。目标公司从未以任何形式、向任何人承诺或实际发行过除上述登记机关登记备案的股东权益之外的任何权益、股份、债券、认股权、期权或性质相同或类似的权益。

3.2.5 无变化

从资产负债表日起至交割日,除非本协议另有规定或由甲方书面认可外,目标公司没有下列行为:

- (1) 提前偿还债务;
- (2) 向其他人提供保证担保、为其财产设定抵押、出质及其他担保权;
- (3) 免除任何对他人的债权或放弃任何求偿权;

- (4) 对任何已有的合同或协议作出不利于目标公司的修改;
- (5) 向任何管理人员、董事、雇员、销售代表、代理人或顾问发放奖金或者增加其他任何形式的收入(正常经营范围内的除外);将任何目标公司中薪酬待遇最高的5个人和董事、总经理等高级管理人员的薪酬水平提高15%以上、任免以上人员、或对其劳动合同作出修改;
- (6) 遭受任何损失(不论是否保险),或发生任何与供应商、客户或雇员的关系变化,该损失或变化将导致对目标公司的重大不利影响;
- (7) 修改目标公司会计核算方法、政策或原则、财务会计规章制度;
- (8) 转让或许可他人使用目标公司的知识产权;
- (9) 任何销售惯例或核算方法的重大变化、雇佣人员政策、规章制度重大变化;
- (10) 目标公司的财务状况发生重大不利变化:发生了目标公司常规业务以外的重大交易并产生重大责任(此处“重大交易”和“重大责任”中的“重大”指对目标公司的正常业务经营、资产负债、持续盈利能力及有效存续会产生不利影响);
- (11) 产生任何有别于股东年度会议上讨论的常规事宜的任何股东会决议或董事会决议,但是为履行本协议而形成的决议除外;
- (12) 宣布、已经支付、造成或准备宣布、准备支付、造成任何股息、红利或其他形式的股东分红;
- (13) 超出正常业务范围的资产售卖、抵押、质押、租赁、转移和其他处置;除常规业务外处理任何固定资产或同意固定资产被处理或收购,放弃对任何目标公司资产的掌管,产生任何导致固定资产支出的合同;超出正常业务范围的任何开支或者购买任何有形或者无形资产(包括对任何公司进行股权投资);
- (14) 任何不属于目标公司常规业务经营的重大交易或行为;
- (15) 对外借款或发生其他人民币【2】万元以上的非经营性负债;
- (16) 应收款/其他应收款、应付款/其他应付款等债权债务发生重大变化;

(17) 任何可能导致上述情形发生的作为或不作为。

3.2.6 税务

在交割日前，目标公司已经完成所有法律、法规要求的税务登记，已经交纳全部应缴税款，且无需缴付任何与该税款有关的罚款、附加费、罚金或利息。目标公司没有任何税务违法、违规的行为、没有涉及任何与税费有关的纠纷和诉讼。目标公司已经向任何提出要求的税务部门提交了所要求的信息。截止本协议签署之日不存在目标公司与税务部门之间涉及目标公司税务责任或潜在税务责任或税务优惠的纠纷。目标公司保持有用以正常记税和缴税的财务资料和相关政府部门批准税务优惠的充分资料。

3.2.7 资产

目标公司合法拥有和使用其所有的全部固定和无形资产。

3.2.8 关联交易

目标公司没有任何不公允的关联交易，目标公司与各方股东及其关联方之间不存在不公允的应付或应收股东款项问题。

目标公司已将目标公司部分现行有效的与原件相符的重大协议或合同的复印件提供给甲方，且目标公司保证目标公司全部现行有效的合同均是合法有效和可以依法执行的，且全部现行有效的合同均适当履行，不存在目标公司或其他任一交易方违约的情形。

对于任何下述合同、协议或文件，目标公司不是该等合同、协议或文件的一方，或受任一合同、协议或其他文件的约束：

- (1) 不是在正常的经营过程中形成的合同、协议或文件；
- (2) 不是完全基于公平基础形成的合同、协议或文件；
- (3) 致使目标公司亏损或者损害目标公司利益的合同、协议或文件；
- (4) 投入适当的精力与支出仍然无法完成的合同、协议或文件；
- (5) 限制目标公司从事经营的合同、协议或文件；
- (6) 涉及应支付而尚未支付的金额大于人民币【5】万元的合同、协议或文件；

(7) 影响或将受本协议项下交易影响应向甲方披露但未向甲方披露的合同、协议或文件。

不存在目标公司违反以目标公司为一方或者对目标公司有约束力的合同、协议或文件下的条款或义务的情形。

3.2.9 知识产权

目标公司拥有从事与过去及目前业务和营业活动所需的全部知识产权(包括但不限于专利、商标、著作权、专有技术、域名及商业秘密等)的合法所有权或使用权,目标公司任何涉及他人知识产权的业务经营活动所涉及的知识产权都已取得必要的授权或许可。目标公司没有任何侵犯他人知识产权、商业秘密、专有信息或其他类似权利,不存在未决的或可能发生的要求目标公司对侵犯任何第三方的知识产权、商业秘密、专有信息或其他类似权利进行索赔的主张、争议或诉讼程序。目标公司所拥有的商标、专利、著作权和域名都已依法正式注册、备案或登记。

3.2.10 资质证书

目标公司拥有从事与过去及目前业务和营业活动所需的全部资质证书的合法所有权,且持续有效。目标公司没有任何无证经营、违法经营的历史情况,且不存在可预见的可能导致目标公司无证经营、违法经营的情况发生。

3.2.11 投资项目

目标公司投资项目已根据法律法规的规定取得现阶段应当履行的相应的登记、备案手续并取得投资备案证明等相关资质证书,该等投资项目不存在因违反法律法规规定或主管部门要求而无效、取消等情形。

3.2.12 环境、健康和 safety

自目标公司设立之日起至本次股权转让工商变更登记完成前,目标公司一贯遵守有关其业务经营的所有环保法律法规、不存在任何违反该等法律法规的行为。目标公司已经获得其经营所需、完全有效的所有环保许可,其中包含的全部条件和限制均得以始终遵守。目标公司已经取得目前计划的业务扩展所必需的所有完全有效的环保许可,其中包含的全部条件和限制均得以始终遵守。目标公司没有(且未曾)违反有关防火、公共健康、污染、排污和污水处理的任何适用的法定要求。目标公司不存在被提起、预期或可能被提起任何主张其违反环保许可的主张、程序(无论是民事、刑事、或行政的)或控诉,也未曾收到任何往来文书声明有关批准

可能被修改、中止或撤销，且不存在可能导致任何环保许可被取消、变更、撤回、中止或撤销的情况或条件。目标公司不存在由任何监管部门或任何第三方(包括任何员工)提起、预期或可能提起的有关目标公司在任何环保法律法规中的责任或危险品的诉求、程序(无论是民事、刑事或行政的)或控诉，且乙方和目标公司未获知可能导致该等主张程序或控诉的任何情况。不存在任何危险物品曾经或正在被目标公司、或代表目标公司的一方向周围溢出、过滤、释放、散发、泄露或处理。目标公司在任何环保法律法规下没有任何实际或或有的责任，且不存在引起或可能引起目标公司对其现在或过去拥有、占有或使用的任何财产进行修缮、维修、复原或清除责任的情形。不存在针对目标公司或其任何管理人员或员工提起或可能提起的、有关损害员工、承包商或任何其他个人健康或安全的事故、伤害、疾病或其他损害的主张、调查或程序，且不存在可能导致任何该等主张、调查或程序的事实或情形。

3.2.13 诉讼

自目标公司设立之日起至本次股权转让工商变更登记完成前，不存在可能对目标公司带来重大不利影响，或者消极影响本协议的订立、效力以及本协议下交易的下列情形，无论是已经完成的、未决的或是可能发生的：

- (1) 政府部门对目标公司的处罚、禁令或指令；
- (2) 针对目标公司的民事、刑事、行政诉讼，仲裁等其他程序或争议。

3.2.14 遵守法规

目标公司目前经营的业务符合现行有效的法律、法规、规定和其他国家有关行政管理机关颁布的管理规定，并且没有违反任何法律、法规和规定，以致对目标公司经营的业务或资产构成重大不利影响。

3.2.15 雇员

目标公司在劳动用工方面遵守以下约定：

- (1) 目标公司雇佣员工应遵守对其适用的相关劳动法律法规；
- (2) 目标公司不存在任何其已知或应知的潜在的劳动争议或者纠纷；

- (3) 目标公司没有任何应付而未付的有关解除劳动关系的经济补偿金或其他与雇佣关系有关的类似补偿或赔偿费用的支付义务；
- (4) 目标公司将按照相关法律法规规定为员工缴纳社会保险和住房公积金，就社会保险费和住房公积金费用缴纳情况不存在现存或其已知或应知的潜在的争议；
- (5) 除《中华人民共和国劳动法》及其相关规定要求的职工福利、社会及养老保障和解除劳动合同经济补偿外，目标公司未向员工提供或承诺提供任何其他的在职、离职、解雇、退休或养老福利、保障或补偿。

3.2.16 竞业限制

乙方创立目标公司及持续为目标公司服务不违反其作为一方的合同、协议，目前不存在尚在有效期内的竞业限制/禁止协议。

3.2.17 信息披露

目标公司、乙方在本协议签署之前和之后向甲方提供的所有文件、资料和信息均是真实、准确、无遗漏和无误导的。

自本协议签署之日起至本次股权转让工商变更登记之日止，目标公司、乙方有义务就在该期间内新发生的关于本第 3.2 条所述之陈述与保证相关的内容向甲方进行持续性披露。

3.2.18 或有债务承担

如果由于本次股权转让工商变更登记之日前目标公司、乙方的任何违法、违规、违约、侵权、对外担保、权利放弃或其他任何事项导致目标公司遭受补缴、罚款、赔偿、承担义务\责任、或其他任何损失的，由乙方予以承担。

3.2.19 其他

- (1) 包括账册、股权变化记录、财务报表及所有其他目标公司记录在内的全部文件皆按法律要求和商业常规保管并完全由目标公司掌握，与目标公司业务相关的主要交易皆准确、规范的记录在案；
- (2) 包括股东会决议、管理层会议记录、执行董事决议、目标公司股东名册在内的目标公司的文件一直被妥善保管并完整、准确地记录着应记录于此类文件的事宜；

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- (3) 自资产负债表日以来(i)除目标公司日常经营行为外, 没有触发目标公司债务提前到期的事件发生; (ii)没有任何目标公司财产被处理或脱离目标公司的掌管、目标公司没有签署任何导致目标公司产生非日常财务支出的协议, 亦未产生任何此类责任:

第四条 交割后承诺事项

4.1 甲方承诺事项

在交割日后, 甲方应当尽合理努力协助乙方完成本协议第 4.2.1 条、第 4.2.2 条及第 4.2.4 条约定的事项。

4.2 乙方承诺事项

在交割日后, 除非取得甲方的另行书面豁免, 乙方应按照本协议的约定及时完成如下承诺事项, 并向甲方提供相关证明文件(如有)的原件或加盖目标公司印章的复印件(如需):

- 4.2.1 在交割日后【3】个工作日内, 目标公司内部审批机构应就下列事项履行内部审批程序并有效通过相关决议:(A)同意修改公司章程;(B)同意目标公司董事会由乙方提名的 2 名董事和甲方提名的 1 名董事组成, 目标公司的董事长、法定代表人由乙方指定的主体担任, 总理由甲乙双方共同推荐的主体担任, 甲方推荐财务经理 1 名, 目标公司不设立监事会, 设立监事 1 名, 由甲方指定的主体担任(以下合称“管理层变更”);
- 4.2.2 在交割日后【45】个工作日内, 目标公司应完成本次股权转让及管理层变更的工商变更登记及备案手续, 完成本协议附件公司章程的备案, 并取得目标公司新营业执照;
- 4.2.3 于交割日起, 目标公司印鉴(“印鉴”)由目标公司指定部门进行保管, 用印流程采用甲乙双方推荐管理人员参与的串行审批, 总经理在董事会授权范围内对目标公司印鉴具有最终审批权;
- 4.2.4 于交割日, 乙方应当向甲方移交目标公司全部银行账户及 U 盾或其他登陆、操作、管理目标公司银行账户的介质、工具, 交割日后, 目标公司所新设立的任意银行账户及 U 盾或其他登陆、操作、管理目标公司银行账户的介质、工具(以上合称“U 盾”), 均由甲乙双方共同管理, 双方至少各持一枚, 使用流程采用串行审批, 一方发起申请则由另一方审批通过。目标公司银行账户任何款项的支付应由双方共同配合完成;
- 4.2.5 继续履行和遵守本协议要求其履行或遵守的所有约定和承诺, 不

不得以任何作为或不作为的方式违反本协议项下的任何陈述、保证和承诺：

- 4.2.6 按照本协议约定及甲方要求采取一切必要措施配合甲方及目标公司处理相关问题或事项(如需)；
- 4.2.7 本次股权转让工商变更登记完成后，如果由于本次股权转让工商变更登记前乙方、目标公司及/或其人员的任何债权债务、争议纠纷、违约、侵权、违法、违规、对外担保、权利放弃、或其他任何事项/问题导致目标公司或甲方遭受任何补缴、罚款、赔偿、承担义务/责任或其他任何损失(无论该等责任、义务或损失发生在本次股权转让工商变更登记前、当日或之后且无论是否已向甲方披露)，乙方均应当在收到甲方书面通知之日起十(10)个工作日内向甲方支付对应的赔偿金额，担保方对乙方所负赔偿责任承担连带保证责任。

第五条 税费及开支

- 5.1 为办理本协议项下股权转让手续所需向税务主管部门缴纳的股权转让所得税(如有)、印花税(如有)、政府部门收取的行政规费(如有)等应由双方各自依法承担，其他法律法规及目标公司章程未明确承担主体的费用(如有)，由目标公司承担。
- 5.2 除非本协议另有约定，若本次交易最终完成或者因非甲方的原因未完成，乙方应向甲方补偿其已支出的与本次交易相关的其他费用和开支(包括但不限于聘请律师、会计师及其他专业顾问的费用等(如涉及))，费用总额不超过人民币【5】万元。

第六条 违约责任

- 6.1 若一方违反、或没有履行其在本协议中的陈述、保证、义务或责任，则该方(“违约方”)即构成违约行为。
- 6.2 除本协议另有约定外，任何一方违反本协议，致使其他方承担任何费用、责任或蒙受任何损失，违约方应赔偿守约方的全部损失，损失范围包括但不限于：守约方受到的直接损失、该等损失产生的利息、因向违约方追偿所产生的律师费、查封费、公证费、保全费、诉讼费/仲裁费、其他开支及守约方预期应获得的合理的商业利益等。
- 6.3 在(1)本协议第 4.2.1 条及第 4.2.2 条约定事项的工商变更登记手续完成前，存在乙方应披露未披露的重大问题，导致无法实现本协议的合同目的；(2)乙方对本协议第 3.1 条、第 3.2 条的陈述保证不真实、不准确或者不完整，导致标的股权存在纠纷或潜在纠纷的；(3)乙方未按照在本协议第四条约定期限内完成交割后承诺事项的，即构成乙方对本协议的根本性违约，甲方

有权单方解除本协议，乙方应当赔偿甲方因此受到的所有损失。

- 6.4 非因归咎于协议一方的原因导致本协议项下义务的履行延期的，该方履行义务的期限应相应顺延。

第七条 保密

- 7.1 各方同意对于本协议内容及对方所提供的未公开的信息(“保密信息”)承担严格的保密义务，除因法律规定或任何有管辖权的法院、仲裁机构、证券交易所等国家相关主管部门要求及为本协议项下交易之目的以外，均不得以任何方式向任何第三方(各方为本协议项下交易聘请的中介机构除外，但该等主体应承担同等的保密义务)披露。若根据法律及国家相关主管部门必须透露保密信息，则需要透露保密信息的一方应在透露或提交保密信息之前的合理时间内征求另一方有关保密信息披露和提交的意见。如另一方要求，需要透露保密信息一方应尽可能为所披露或提交的保密信息争取保密待遇。
- 7.2 出现下述情况时，各方对相关信息不负有保密义务：
- 7.2.1 己因合法原因对外披露或进入公知领域；
- 7.2.2 己因他人过错而对外披露或进入公知领域；
- 7.2.3 各方一致认为不属于保密范围内的信息；
- 7.2.4 根据国家法律法规、有关监管部门的规定需向第三方披露相关文件。
- 7.3 各方履行本条规定的保密义务，不得向其他任何一方主张给付金钱或非金钱形式对价。

第八条 通知

- 8.1 本协议项下发出的所有通知、要求或其他通讯均应为书面形式，并递送或寄至有关方的下列地址或发送至有关方的下列电子邮件地址(或收件人提前7天向另一方发出书面通知说明的其他地址)。

甲方	地址：	
	电话：【 】	电子邮件：【 】
乙方	地址：新疆乌鲁木齐市头屯河区工业园银泉街 32 号	

	电话:【 】	电子邮件:【 】
丙方	地址:	
	电话:【 】	电子邮件:【 】

8.2 根据本协议第 8.1 条的规定发出或送达的各份通知、要求或其他通讯,在以下情况下视为已发出或送达:

8.2.1 如果交快递公司递送或交专人递送,在有关通知、要求或通讯送至有关的上述地址时视为已送达;

8.2.2 如果经电子邮件发送,在有关通知、要求或通讯的电子邮件发送成功二十四(24)小时后视为已送达。

第九条 法律适用及争议解决

9.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖,并依其解释。

9.2 各方同意任何由于本协议签订、履行本协议而发生的或与本协议有关的争议,均应通过各方友好协商解决。如果该争议在一方发出要求协商的通知后【30】日内仍未解决,发出通知的一方有权将争议提交目标公司所在地有管辖权的人民法院。

9.3 争议解决的过程中,除争议所涉事项外,各方均应继续履行其在本协议项下的各项义务。

第十条 本协议的生效、补充、修改、变更及解除

10.1 本协议经各方法定代表人或授权代表签字并加盖法人公章之日起成立并生效。

10.2 本协议的任何修改、补充必需以书面形式进行。本协议的修改、补充由本协议各方适当签署后方能生效。

10.3 本协议可依据下列情况之一而解除:

10.3.1 经各方一致书面同意;

10.3.2 如果有管辖权的政府部门作出的限制、禁止和废止完成本次交易的永久禁令、法规、规则、规章和命令已属终局的和不可上诉,各方均有权以书面通知方式解除本协议;

10.3.3 甲方按照本协议的约定以书面通知方式单方解除本协议。

第十一条 其他条款

11.1 转让

未经其他各方书面同意，任意一方不得赠与或转让其在本协议项下的任何权利和义务；但任意一方有权将其本协议项下的全部或部分权利、权益和义务让与和转让给其控制的主体、控制其的主体、受同一方控制的主体，本协议其他方同意配合签署必要的文件。

11.2 弃权

本协议任何一方没有或没有及时行使其在本协议项下的权利、权力和采取补救措施不能视为弃权，任何单独或部分的行使均不能排除其他的进一步行使，也不能排除其他的或其他任何权利、权力或补救的行使。本协议任何一方对违约方某一违约行为放弃追究不能被认为该方对违约方今后继而发生的违约行为的追究权利的放弃。

11.3 可分割性

本协议项下的各项义务都应该被视为单独的义务而各自具有可强制执行性，当本协议的某一或某些义务不可被执行时，其他义务的可执行性不受影响。本协议对一方不能执行，并不影响本协议对另一方的可执行性。

11.4 文本

本协议以中文书写，正本一式【陆】份，各方各执壹份，其余报有关部门登记备案，每一份具有同等法律效力，但所有正本合在一起应被视为一份完整的文件。

11.5 其他

各方确认，为本次股权转让的工商登记之目的，可以根据工商登记机关的要求另行签署必要的文件资料(包括但不限于公司章程、股东会决议、股权转让协议等，以下统称为“工商登记之文件资料”)，但各方同意及确认该等工商登记之文件资料仅以用于本次股权转让的工商登记之用，各方在本次股权转让中的各项权利义务关系不因此发生改变，仍以本协议约定为准；同时，各方进一步确认，任何一方不得以工商登记之文件资料与本协议不同或以工商登记之文件资料为准为由不履行本协议。

(以下无正文)

(本页无正文，为《关于玛纳斯隆盛达玉都氢能科技有限公司之股权转让协议》
的签署页)

新疆国富氢能科技服务有限公司(公章)

法定代表人或授权代表(签名)



张明

(本页无正文，为《关于玛纳斯隆盛达玉都氢能科技有限公司之股权转让协议》
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乌鲁木齐市隆盛达环保科技有限公司(公章)

法定代表人或授权代表(签名):

魏明

乌鲁木齐市隆盛达环保科技有限公司

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玛纳斯隆盛达玉都氢能科技有限公司(公章)

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魏明
6521240010274

增资协议

甲方：淄博金路通客运服务有限公司

法定代表人：李金峰

统一社会信用代码：91370300664436296H

住所地：山东省淄博市张店区西九路以东迎宾大道以南

乙方：淄博华本燃气有限公司

法定代表人：赵爱德

统一社会信用代码：91370300068748357Q

住所地：山东省淄博市临淄区敬仲镇政府西2公里

丙方：江苏国富氢能技术装备股份有限公司

法定代表人：邬品芳

统一社会信用代码：91320582MA1MMNB95T

住所地：江苏省苏州市张家港市国泰北路236号

丁方：淄博天元化工有限公司

法定代表人：苗宗信

统一社会信用代码：91370305265130468X

住所地：山东省淄博市临淄区乙烯南路12-3号

一、增资金额及方式

1.本协议各方一致同意并确认，本次增资认缴 5000 万元，增资后，齐鲁氢能公司注册资本增加至 1 亿元，淄博金路通客运服务有限公司认缴增资 2000 万元，淄博华本燃气有限公司认缴增资 1500 万元，江苏国富氢能技术装备股份有限公司认缴增资 1500 万元（江苏国富股份调整至 22.5%），淄博天元化工有限公司认缴增资 0 万元（天元化工股份调整至 7.5%）。本次增资认缴出资额、比例及出资方式如下：



股东名称	本次认缴出资 额	占增资后总股 本的比例(%)	出资方式	增资价格 (元)
淄博金路通客运服务有限 公司	2000 万元	40%	货币	1 元/股
淄博华本燃气有限公司	1500 万元	30%	货币	1 元/股
江苏国富氢能技术装备股 份有限公司	1500 万元	22.5%	货币	1 元/股
淄博天元化工有限公司	0 万元	7.5%	--	--
合计	5000 万元	100%	--	--

本次增资后的股权比例具体如下：

股东名称	认缴出资额	出资比例 (%)	出资方式
淄博金路通客运服务有限公司	4000 万元	40%	货币
淄博华本燃气有限公司	3000 万元	30%	货币
江苏国富氢能技术装备股份有 限公司	2250 万元	22.5%	货币
淄博天元化工有限公司	750 万元	7.5%	货币
合计	10000 万元	100%	-

2.第一次增资实缴 2500 万元，由江苏国富氢能技术装备股份有限公司增资实缴 1500 万元，淄博金路通客运服务有限公司增资实缴 1000 万元。

实缴时间：2023 年 10 月 31 日

3.第二次增资实缴 2500 万元，由淄博金路通客运服务有限公司增资实缴 1000 万元，淄博华本燃气有限公司 1500 万元。

实缴时间：2024 年 3 月 31 日

二、出资期限

各方应当自本协议生效之日起按齐鲁氢能（山东）发展有限公司章程约定将各自应缴出资额足额出资到位。

三、各方陈述与保证

1.各方是依法成立并有效存续的主体，并已获得本次增资扩股所要求的一切授权、批准及认可；

2.各方具备签署和履行本协议的权利能力和行为能力，本协议一经签署即对各方构成具有法律约束力的文件；

3.各方在本协议中所作的承诺和保证均为真实、正确、完整。

4.各方已充分了解和知悉本次增资扩股相关情况，完全理解丙方增资扩股的背景以及各方增资扩股相关的责任和义务；

5.各方保证如期履行本协议所规定的增资义务，并保证出资来源合法。

四、协议生效

1.本协议经各方盖章及法定代表人或授权代表签字后生效。

2.本协议某一条款被撤销或被宣告无效不影响其他条款的效力。

五、其他

1.若各方拟对本协议各方之间的权利义务任何内容作出修改的，应经各方协商一致并签订书面补充协议。

2.本协议一式肆份，甲、乙、丙、丁四方各执壹份，每份协议均具有同等的法律效力。

孙

甲方（盖章）：
法定代表人或授权代理人：



李学峰

乙方（盖章）：
法定代表人或授权代理人：



李学峰

丙方（盖章）：
法定代表人或授权代理人：



李学峰

丁方（盖章）：
法定代表人或授权代理人：



李学峰

签署时间：2023年10月16日

借款合同

出借人：新疆国富氢能科技服务有限公司（以下简称甲方）

借款人：玛纳斯隆盛达玉都氢能科技有限公司（以下简称乙方）

甲方系乙方玛纳斯隆盛达玉都氢能科技有限公司股东，现双方因业务合作关系，乙方向甲方临时拆借资金。经双方充分协商，根据《中华人民共和国民法典》等有关法律、法规之规定，签署本合同，以供双方遵照执行。

第一条 借款本金数额、币种

1.1 甲方于 2023 年 10 月 23 日向乙方出借资金人民币 204 万元（大写 贰佰零肆万元整）。

1.2 借款用途为乙方业务需要流动资金临时周转。乙方承诺该借款用于正当用途，不得用于其他目的；

1.3 乙方同意将借款划入以下账户：

收款人：玛纳斯隆盛达玉都氢能科技有限公司，开户行：新疆玛纳斯农村商业银行股份有限公司，账号：804010012010121326456。

1.4 甲方可以通过他人账户向乙方划付出借资金。

1.5 如担保手续未完成，甲方可暂缓出借资金。

第二条 借款期限

2.1 甲乙双方协商，借款期限为 20 天 或 乙方办理甲方增资，工商变更完成且甲方按要求进行增资到账日起 3 个工作日内，按照日期先达到为主，借款日期自出借本金实际支付至乙方收款账户之日起计算。

第三条 借款利率、利息支付方式

3.1 甲乙双方协商一致，借款期内的利息按年利率 4 % 计付。利息按月支付；乙方应在借款本金实际出借后的每月 20 日支付之前结欠的利息；最后一期利息随本金归还一并支付甲方。

3.2 乙方未按期归还本金的，逾期期间的利息按年利率 10% 计付。

3.3 甲方每次收取利息后，应向乙方出具正式的发票或收据作为收息凭证。甲方为出具正式的发票或收据而支付的税款由甲方自行承担。

第四条 借款的担保

4.1 双方可根据情况另行补充提供其他担保。

第五条 还款

5.1 乙方应按期支付利息，归还本金。

5.2 在借款到期前，如甲方提前通知乙方还款的，乙方应按通知规定的时间还款。

5.3 除非甲方选择，本合同项下的任何还款，按以下还款顺序还款：甲方实现借款债权的费用、利息、本金。

第六条 提前还款及借款展期

6.1 乙方提前还款的，按实际借款期限和约定的借款利率计收利息；

6.2 乙方申请借款展期，应至少提前十五日在到期前书面提出；未经甲方书面同意，借款不得展期，乙方按原借款期限还款。

第七条 违约责任

7.1 有下列情形之一的，构成乙方违约或视作乙方违约：

7.1.1 乙方违反本合同任一项约定义务；

7.1.2 乙方出现债务危机或重大诉讼，可能影响甲方本合同项下债权安全的；

7.1.3 担保无效、失效或担保财产被司法冻结，乙方无法立即提供充足补充担保；

7.2 出现上述违约情形时，甲方可以单独或合并行使下列权利：

7.2.1 解除合同，拒绝出借尚未出借款项；

7.2.2 单方决定借款提前到期；

7.2.3 要求乙方立即清偿所有借款本金、利息等应付款项。

7.3 因乙方违约致使甲方采取诉讼或非诉讼方式实现债权的，乙方应当承担甲方实现债权的费用包括但不限于诉讼费、保全担保费、律师费、差旅费、评估费等。

第八条 争议解决

8.1 本合同履行中发生争议，双方可协商解决，也可由甲方住所地有管辖权的法院诉讼解决；

8.2 争议解决期间，未涉争议事项，各方在解决争议期间仍应正常履行。



第九条 联系地址

9.1 甲方的联系地址及联系人如下：

江苏省张家港杨舍镇经济开发区国泰北路 236 号

9.2 乙方的联系地址及联系人如下：

乌鲁木齐市头屯河区银泉街 32 号

9.3 双方同意上述联系方式作为本合同履行过程中的联系地址；若发生争议，双方同意将上述地址作为法院或仲裁机关的法律文件送达地址。双方的联系地址如有变更应书面通知对方，否则按照上述地址送达相应的法律文书视为有效送达地址。

第十条 文本及生效

10.1 本合同正本一式肆份，双方各执贰份；

10.2 本合同经双方签章后生效。

甲方：新疆国富氢能科技服务有限公司

法定代表人或授权经办人（签字或盖章）：

签订日期：2023年10月23日

（盖章）

张
建
印
6501090144513

乙方：玛纳斯隆盛达玉都氢能科技有限公司

法定代表人或授权经办人（签字或盖章）：

签订日期：2023年10月23日

魏
明
6523240018274

丰镇市风光制氢一体化项目

合作开发协议

二〇二三年十一月

项目合作框架协议

甲方：国能内蒙古电力蒙西新能源有限公司

统一社会信用代码：91150000570638655D

乙方：江苏国富氢能技术装备股份有限公司

统一社会信用代码：91320582MA1MMNB95T

鉴于：

1. 甲方是新能源发电项目开发、投资、运营管理的新能源企业。
2. 乙方是一家建设制氢、氢气液化工厂和生产制氢设备等氢能产品的企业。

甲、乙双方根据《中华人民共和国民法典》及相关法律法规的规定，遵循平等、自愿、公平和诚实信用的原则，愿意就丰镇市风光制氢一体化项目（简称“本项目”）开展合作，特签订本项目合作协议（简称“本协议”）：

一、 合作内容：

双方同意就丰镇市风光制氢一体化项目进行合作，除双方另行协商确定外，拟由甲、乙双方在本项目所在地（具体地址由双方协商一致确定）成立合资公司（简称“合资公司”），双方拟共同出资开发建设本项目，投资规模大约为人民币 105 亿元，预计年产规模为 3 万吨液氢，新能源容量配置约 110 万千瓦。首期年生产液氢 6600 吨，新能源容量配资约 30 万千瓦。甲方出资占合资公司总股本约 80%，乙方出资占合资公司总股本约 20%，最终的投资比例以双方签订的投资协议为准。本项目甲方负责整体项目的牵头、协调工作，为加快推进项目的实施。双方同意并确认，由乙方委托第三方进行前期工作及手续办理，包括但不限于落实项目建设条件、申报材料编制、取得接入系统方案批复意见及项目备案文件、完成相关技术文件包括环评、水保、林草、土地预审、可研报告及初步勘测等开工前所有文件手续（简称“审批手续”），相应的合理费用由

合资公司承担。

二、 各方权利义务

（一）甲方的权利和义务

1. 负责本项目及合资公司的融资、运营、管理等工作；
2. 与乙方共同出资成立合资公司；
3. 第三方在项目申报及审批手续办理过程如需甲方配合协调相关工作的，甲方应当予以支持；
4. 负责协调项目所在地各级政府、相关行政部门，尽合理努力促成本项目顺利落地实施；

（二）乙方的权利和义务

1. 与甲方共同出资成立合资公司；
2. 乙方配合提供本项目开工前的有关技术文件，对专业第三方在编制勘测报告、可研报告、申报资料等工作过程中提供配合；
3. 协助本项目合资公司建立、开拓生产的气氢及液氢等产品销售渠道；
4. 乙方负责就合资公司氢气及液氢销售当年度剩余产量(如有)进行包销，具体包销协议由乙方与合资公司另行签署协议确定；

（三）合资公司的相关约定

本项目指标手续获得批复后，满足甲方对项目投资收益率的要求且符合国能集团招投标相关规范要求，在同等条件下优先选择乙方或经合资公司认可的第三方作为本项目 EPC 承建方。

三、 保密

1. 甲、乙双方应遵守本保密条款，履行保密的责任和义务。
2. 本保密条款适用于双方所涉及到此项目的人员及双方由于其他原因了解或知道此项目信息的一切人员。
3. 凡涉及由甲、乙双方提供与项目、资金有关的所有材料，包括但不限于资本营运计划、财资情报、客户名单、经营决策、项目设计、资本融资、技术数据、项目商业计划书等均属保密内容，未经对方书面同意，不得对外披露，但一方根据法律法规、司法机关、监管机构等的要求而予以披露的除外。



四、违约和赔偿

任何一方因违反本协议规定之条款，使另一方遭受了经济损失，违约方应赔偿守约方因违约方的违约行为而遭受的损失。

五、争议解决

甲乙双方应自觉遵守本协议，与本协议有关的争议通过友好协商方式解决，经协商不能达成一致时，双方均有权提交乙方所在地人民法院诉讼解决。未尽事宜由双方另行协商确定。

六、期限和终止

本协议自双方法定代表人或授权代表签字盖章之日（“生效日”）起生效，有效期至2025年12月30日结束。

在以下任何一种情况发生时本协议将提前终止：

- a) 本项目被取消或非因双方的原因未完成审批手续；
- b) 双方签订其它合同或协议并明确替代本协议；
- c) 因任何原因，双方共同书面同意终止本协议或签署了替代协议。

七、其他事项

本协议未尽事宜，双方可协商并签署书面的补充协议，补充协议一经签署，与本协议具同等法律效力。任何经双方协商同意的对本协议之变更必须以书面形式作出，否则该变更行为对双方均不具有法律约束力。

双方签订本协议仅仅在他们之间产生独立的合同关系。本协议任何条款均不得被解释为：

- (1) 在协议双方之间形成合伙关系或其他导致共同责任的关系；
- (2) 授权一方代表另一方签订任何文件或协议和/或代表另一方对外进行任何承诺（另一方事先书面同意的除外）。

本协议双方签字盖章之日起生效，一式肆份，双方各执贰份。

（以下无正文，为《丰镇市风光制氢一体化项目开发协议》签署页）

(以下无正文，为《丰镇市风光制氢一体化项目开发协议》之签署页)

甲方：国能内蒙古电力蒙西新能源有限公司 (盖章)



代表(签字):

日期: 2023.11.16

乙方：江苏国富氢能技术装备股份有限公司 (盖章)



代表(签字):

日期: 2023.11.16



国能内蒙古电力蒙西新能源有限公司

与

江苏国富氢能技术装备股份有限公司

共同签署之

合资协议

二零二三年十二月

合资协议

甲方： 国能内蒙古电力蒙西新能源有限公司

法定代表人： 白晓军

统一社会信用代码：【91150000570638655D】

通讯地址： 内蒙古自治区呼和浩特市新城区丝绸之路兴泰商务广场
T5 写字楼 13 层

乙方： 江苏国富氢能技术装备股份有限公司

法定代表人： 邬品芳

统一社会信用代码：【91320582MA1MMNB95T】

通讯地址： 江苏省张家港市国泰北路 236 号

甲、乙双方根据《中华人民共和国公司法》（以下简称“公司法”）及中国有关法律法规规定，本着平等互利的原则和友好合作的精神，充分发挥各自在技术、市场、资本、渠道和管理等方面的优势，双方就丰镇市风光制氢一体化项目进行合作，同意共同出资成立【国能富氢（丰镇市）新能源有限公司（拟）】（以下简称“合资公司”），特订立本合资协议（简称“本协议”）：

第一章、 成立合资公司

第一条、 合资公司名称暂定为：“国能富氢（丰镇市）新能源有限公司”（具体以工商名称核准为准）。

第二条、 合资公司的注册地址为：【内蒙古乌兰察布丰川开

发区丰镇产业园西园区】。

第三条、 合资公司的经营范围：**【**风力发电、太阳能发电、储能、制氢；投资、建设及经营风力发电场、太阳能发电场、储能电站；电力供应、热力生产和供应；风力发电项目投资及管理；风力发电机组有关技术咨询、培训；新能源技术咨询服务等（以市场监督管理机关核定的经营范围为准）。**】**。

第四条、 注册资本及出资方式

（一）合资公司注册资本暂定为人民币**【200】**万元整，其中甲方以认缴出资 160 万元、占总股本的 80%；乙方以认缴出资 40 万元、占总股本的 20%。

（二）出资时间：各股东根据合资公司实际运营情况分批实缴出资，原则上不影响合资公司正常业务的开展，包括但不限于土地招拍挂等事宜。

第五条、 公司章程：甲乙双方应依据本协议的约定拟定及签署合资公司章程，并共同遵照执行。

第六条、 双方承诺在各方与合资公司业务和市场存在交叉的领域，将为合资公司的业务发展提供最优惠的内部政策和相关资源的支持（包括但不限于人力和资金等）。

第七条、 在双方签订本协议后 10 个工作日内，启动合资公司的登记注册工作。

第二章、 合资公司设立后的重要工作内容

第八条、 合资公司设立后由甲方负责整体项目的牵头、协调

工作，为加快推进项目的实施。双方同意并确认，由乙方委托第三方进行前期工作及手续办理，包括但不限于落实项目建设条件、申报材料编制、取得接入系统方案批复意见及项目备案文件、完成相关技术文件包括环评、水保、林草、土地预审、可研报告及初步勘测等开工前所有文件手续(简称“审批手续”)，相应的合理费用由合资公司承担。

第三章、 利润分配与亏损承担

第九条、 利润分配与亏损承担

(一) 合资公司的利润按照股东实缴出资比例进行分配。

(二) 合资公司的亏损按照股东认缴出资比例各自承担。

第四章、 治理结构安排

第十条、 设立执行董事一名，执行董事由甲方委派，向股东会负责。执行董事做出决定时，应当采用书面形式，并由执行董事签字后置备于公司。

第十一条、 执行董事每届任期三年，任期届满，连选可以连任。

第十二条、 公司设总经理 1 名，由甲方委派，总经理与执行董事可由 1 人兼任。

第十三条、 公司设监事 1 名，由乙方委派。董事、高级管理人员不得兼任监事。

第十四条、 监事每届任期三年。任期届满，经委派可以连任。

第五章、 经营期限

第十五条、 合资公司的经营期限为 30 年，合资公司的成立日期为合资公司营业执照签发之日。合资公司经营期满前，经合资各方一致同意，可延长经营期限。

第六章、 保密责任

第十六条、 凡涉及由甲、乙双方提供与项目、资金有关的所有材料，包括但不限于资本营运计划、财资情报、客户名单、经营决策、项目设计、资本融资、技术数据、项目商业计划书等均属保密内容，未经对方同意，不得对外披露，但一方根据法律法规、司法机关、监管机构等的要求而予以披露的除外。

第七章、 违约责任

第十七条、 双方同意并确认，一方违反本协议约定给另一方造成损失的，应当赔偿另一方因此产生的所有损失。

第八章、 争议的解决

第十八条、 甲乙双方应自觉遵守本协议，与本协议有关的争议通过友好协商方式解决经协商不能达成一致时，双方均有权提交乙方所在地人民法院诉讼解决。未尽事宜由双方另行协商确定

第九章、 协议生效及其他

本协议自各方法定代表人或授权代表签印并加盖公章之日起生效：本协议采取中文文本一式【贰】份，各方各执壹份，具有同等法律效力。

~~~~~以下无正文~~~~~

~~~~~本页为签署页~~~~~



甲方：国能内蒙古电力蒙西新能源有限公司

法定代表人或授权代表人：

签订日期：2023.12.07



乙方：江苏国富氢能技术装备股份有限公司

法定代表人或授权代表人：

签订日期：2023.12.07

关于江苏国富氢能技术装备股份有限公司之

增资协议

本《关于江苏国富氢能技术装备股份有限公司之增资协议》(“本协议”)由以下各方于 2023 年 12 月 15 日在中国张家港市签署:

江苏国富氢能技术装备股份有限公司(“国富氢能”或“目标公司”), 一家依据中国(仅为本协议之目的, 不包括中国台湾地区、中国香港特别行政区及澳门特别行政区, 下同)法律有效设立并合法存续的股份有限公司, 其注册地址为张家港市国泰北路 236 号;

张家港氢盈新能源产业合伙企业(有限合伙)(“氢盈新能”), 一家依据中国法律有效设立并合法存续的有限合伙企业, 其主要经营场所为江苏省苏州市张家港市杨舍镇国泰北路 236 号。

张家港氢赢新能源产业合伙企业(有限合伙)(“氢赢新能”, 与氢盈新能合称为“增资方”), 一家依据中国法律有效设立并合法存续的有限合伙企业, 其主要经营场所为江苏省苏州市张家港市杨舍镇国泰北路 236 号。

上述任何一方单称为“一方”, 合称为“各方”。

鉴于:

1. 国富氢能是一家依中国法律设立和存续的股份有限公司, 其统一社会信用代码为 91320582MA1MMNB95T, 住所为张家港市国泰北路 236 号, 截至本协议签署之日, 国富氢能注册资本/股本总额为 9,004.4488 万元(人民币, 下同), 经营范围为氢能源装备、氢能源领域的技术研发、技术转让、技术咨询和相关技术服务; 氢能源装备的制造、销售; 自营和代理各类商品及技术的进出口业务(依法须经批准的项目, 经相关部门批准后方可开展经营活动)。
2. 根据国富氢能《股权激励计划》, 国富氢能拟通过设立持股平台并由持股平台认缴国富氢能新增注册资本的方式向相关激励对象授予激励股权; 本次增资即为实施国富氢能《股权激励计划》项下的股权激励。
3. 国富氢能拟新增注册资本 278.4881 万元, 增资方拟认缴国富氢能本次全部新增注册资本 278.4881 万元。其中, 氢盈新能拟认缴国富氢能本次新增注册资本 186.6669 万元, 氢赢新能拟认缴国富氢能本次新增注册资本 91.8212 万元(“本次增资”)。

各方根据《中华人民共和国公司法》《中华人民共和国民法典》等有关法律、行政

法规和《江苏国富氢能技术装备股份有限公司章程》的规定，本着诚实信用、平等互利的原则，经充分协商，就增资方认缴国富氢能本次增资之事宜达成本协议，供各方共同遵守执行。

第一条 本次增资的具体方案

1.1 国富氢能拟新增注册资本 278.4881 万元，该等新增注册资本拟均由增资方认缴，即：增资方拟认缴国富氢能本次新增注册资本 278.4881 万元，其中氢盈新能拟认缴国富氢能本次新增注册资本 186.6669 万元，氢赢新能拟认缴国富氢能本次新增注册资本 91.8212 万元。本次增资完成后，国富氢能的股本结构以公司股东名册载明内容为准。

第二条 本次增资的对价

2.1 经各方协商一致，增资方拟以人民币 2,227.9048 万元的价格认缴国富氢能新增注册资本 278.4881 万元，其中，氢盈新能拟以人民币 1,493.3352 万元的价格认缴国富氢能新增注册资本 186.6669 万元，氢赢新能拟以人民币 734.5696 万元的价格认缴国富氢能新增注册资本 91.8212 万元。上述增资款人民币 2,227.9048 万元中的 278.4881 万元计入注册资本，其余 1,949.4167 万元计入资本公积金。

2.2 各方一致同意，截至本协议签署日，目标公司自成立以来留存的资本公积金、盈余公积金和未分配利润(包括累积未分配利润)由本次增资完成后的所有在册股东按各自的持股比例共同享有。

第三条 本次增资的对价及增资款的支付

3.1 各方一致同意，本协议签署后 30 个工作日内，增资方应当向目标公司指定银行账户支付增资款人民币 2,227.9048 万元，其中氢盈新能支付增资款人民币 1,493.3352 万元，氢赢新能支付增资款人民币 734.5696 万元。目标公司在收到增资款后 5 个工作日内应当向增资方出具目标公司加盖公章且由法定代表人签字的股东名册，并出具书面收款凭证。

3.2 增资方应根据本协议约定向目标公司下述银行账户支付增资款：

户名：江苏国富氢能技术装备股份有限公司

开户银行：张家港农村商业银行营业部

账号：802000070019288

3.3 增资方自目标公司更新股东名册之日起成为目标公司股东，依照法律、本协议和目标公司章程的规定享有所有股东权利并承担相应股东义务。

第四条 声明、保证和承诺

4.1 目标公司的陈述、保证和承诺

- (1) 其为依法设立且有效存续的企业法人，能以自己的名义起诉，应诉并独立承担民事责任，本协议一经签署即对目标公司构成具有法律约束力的文件；
- (2) 其签署、交付和履行本协议在任何方面均不会违反在本协议签署之时任何其注册地法律或任何法院或政府机构发出的任何判决或命令或其章程；不会违反其为缔约一方或对其任何资产有约束力的任何合约、其它承诺或文件，也不会违反任何法律、行政法规的规定；以及
- (3) 及时和严格履行本协议规定的其它义务。

4.2 增资方的陈述、保证和承诺

- (1) 其为依法设立且有效存续的有限合伙企业，能以自己的名义起诉、应诉并独立承担民事责任，本协议一经签署即对增资方构成具有法律约束力的文件；
- (2) 其签署、交付和履行本协议在任何方面均不会违反在本协议签署之时任何其注册地法律或任何法院或政府机构发出的任何判决或命令或其合伙协议；不会违反其为缔约一方或对其任何资产有约束力的任何合约、其它承诺或文件；
- (3) 其具备完成认缴本次增资对价之资金支付能力，其用于认缴本次增资的资金来源合法；以及
- (4) 及时和严格履行本协议规定的其它义务。

第五条 保密

在本次增资完成之前，除非根据有关法律、法规或相关证券交易所上市规则的规定，应向有关政府部门直接或间接报告、登记或备案，或向证券交易所或社会公众披露外，各方不得向与本次增资无关的任何第三方以任何形式泄露与本次增资有关的任何信息。

第六条 适用法律和争议解决

- 6.1 本协议的成立、效力、履行、解释及争议的解决，均应适用中国公开颁布并有效适用之法律。
- 6.2 凡履行本协议所发生的或与本协议有关的一切争议，各方应通过友好协商解决。在任何一方以书面方式提出该等争议之日起三十(30)日内仍协商不成的，则任何一方均应将争议诉至目标公司所在地人民法院。

第七条 补充、修改和转让

- 7.1 本协议的任何补充或修改必须经各方协商达成一致后签署书面补充协议，补充协议是本协议的组成部分，与本协议具有同等法律效力。
- 7.2 未经本协议各方协商一致，任何一方不得将其在本协议项下的权利和义务转让给其他第三方。

第八条 税收及费用

- 8.1 各方应各自承担因本协议的签署和履行而产生的、应为其缴纳和支付的税收和费用。

第九条 协议生效及其他

- 9.1 本协议经各方签署完成后成立，并于本次增资相关事宜获得国富氢能董事会、股东大会依法定程序所通过的决议批准后生效。
- 9.2 本协议一式五份，本协议各签署方各执一份，其余供办理工商登记或由国富氢能留存。
- 9.3 各方确认，就本协议项下本次增资事宜，如因工商行政主管部门要求需使用格式协议，各方应根据本协议之条款约定签署为办理工商变更登记之用的格式协议，该格式协议未约定或约定不一致事宜以本协议约定为准。

(以下无正文，下页为签署页)

(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之增资协议》的签署页)

江苏国富氢能技术装备股份有限公司(盖章)



法定代表人或授权代表(签字):

鄧以芳

(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之增资协议》的签署页)

张家港氢盈新能源产业合伙企业(有限合伙)(盖章)



执行事务合伙人或委派代表(签字):

邵品奇

(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之增资协议》的签署页)

张家港氢赢新能源产业合伙企业(有限合伙)(盖章)



执行事务合伙人或委派代表(签字):

鄧品芳

蒙发能源控股集团有限责任公司

与

江苏国富氢能技术装备股份有限公司

共同签署之

合资协议



二〇二三年十二月

合资协议

本《合资协议》（以下简称“本协议”）由如下双方于 2023 年【12】月【16】日在【上海】共同订立并签署：

甲方：蒙发能源控股集团有限责任公司，一家根据中华人民共和国法律合法成立并有效存续的有限责任公司，联络地址位于内蒙古自治区鄂尔多斯市伊旗乌兰木伦镇，法定代表人为高柱，统一社会信用代码为 91150627793614626H。

乙方：江苏国富氢能技术装备股份有限公司，一家根据中华人民共和国法律合法成立并有效存续的有限责任公司，联络地址位于张家港市国泰北路 236 号，法定代表人为邬品芳，统一社会信用代码为 91320582MA1MMNB95T。

一、合作背景

1、蒙发能源控股集团有限责任公司（以下简称“蒙发集团”或“甲方”）成立于 1998 年，在内蒙古市、旗两级党委政府高度重视和坚强领导下，适逢国家西部大开发战略和内蒙古清洁型能源重化工基地建设的重要历史机遇期，积极补位鄂尔多斯煤炭外运空缺，在神府东胜煤田筹建地方第一个煤炭装车发运站“创业起家”，依托煤炭生产、加工、运输、销售等传统能源为主导“纵向发展”和现代农牧业、金融服务业等多元产业为支撑“横向联动”的产业格局，深入实施“集智慧矿山建设、高性能碳

纤维材料研发制造、氢燃料新能源产业链、商业综合体管理服务、金融服务与资本运营、乡村振兴与田园综合体建设”为一体——多元化的发展战略，现有全资、控股及参股公司 35 家，从业人员 3000 余人，产业遍及内蒙古、西藏、山西、香港等省区和美国、加拿大、蒙古等国家，资产规模超百亿元，年营业收入近百亿元，年缴纳税费 10 余亿元，先后跻身中国民营企业 500 强、中国煤炭企业 100 强及内蒙古民营企业百强榜。

2、江苏国富氢能技术装备股份有限公司（以下简称“国富氢能”或“乙方”）是一家专业从事水电解制氢、氢液化装置、液氢容器、液氢储运装备、高压氢气增压装置与加氢站、高压氢气容器、车载燃料供氢系统等产品的设计、制造和相关技术服务的公司，是我国氢能产业商业化发展进程的领军企业之一，国家级专精特新“小巨人”企业、江苏省高新技术企业。国富氢能主导产品为智能化集成加氢站设备及高压氢气供氢系统，拥有氢液化工厂商业化解方案，加氢站设备及车载供氢系统市场占有率遥遥领先，累计申请专利 400 余项，已授权专利接近 200 项。未来，国富氢能将更加积极地推进绿氢“制、储、运、加”系列装备制造，打通从电解水制氢、液化，液氢储运到终端应用全产业链，实现“百亿国富、千亿市值”的宏伟目标。

3、鉴于鄂尔多斯是国家氢能五大城市示范群之一，鄂尔多斯已在加氢站基础设施建设、绿氢制取项目、氢能交通发展等领域公布多项有力政策，且为促进氢能产业目标的实施，还明确提出对于落地的氢能“制、储、加、运、用”企业优先基于风光新能源指标支持。本着互利共赢的原则，

甲乙双方经友好协商，就整合双方优势资源、深化战略合作关系，共同推进鄂尔多斯氢能产业发展，服务国家战略要求，共同订立本协议。

二、合作原则

甲乙双方坚持“依法合规、优势互补、友好协商、互利共赢”的原则，建立长期稳定、全方位、多层次、紧密型的全面战略合作伙伴关系。

三、合作内容

双方在鄂尔多斯设立合资公司：

- (1) 为促进鄂尔多斯氢能产业发展，甲乙双方同意在鄂尔多斯设立合资公司，建设氢能装备产业基地；
- (2) 合资公司首期注册资本为人民币2.5亿元整，其中甲方认缴出资人民币1.5亿元整，持有合资公司60%股权；乙方认缴出资人民币1亿元整，持有合资公司40%股权（具体以工商登记为准）。合资公司首期项目拟定建设3万只三型瓶智能化产线、6000套车载供氢系统，并同步筹划布局制氢加氢综合能源站；
- (3) 自合资公司设立完毕且办理完成工商、税务等手续之日起15日内，双方实缴首期出资，首期实缴出资的具体比例、金额以及剩余实缴出资的具体比例、金额，由双方另行协商确定；
- (4) 合资公司的土地厂房，可以以租赁方式、或以购买方式取得；
- (5) 双方以合资公司作为鄂尔多斯招商引资项目，与鄂尔多斯相关政府沟通优惠政策，新能源指标等事项，确保合资公司利益最大化。

(6) 合资公司生产三型瓶及车载供氢系统所需的技术、知识产权，由乙方授权给合资公司无偿使用，乙方不再另行收取授权费用；该等技术信息为保密信息，未经乙方另行书面允许，合资公司及甲方不得利用该技术以其他任何形式谋求利益或透露、转让、转授权给其他第三方。双方在合作之前各自所获得的知识产权、技术成果的所有权及相应权益均归各自所有，不因共同合作而改变。

四、治理结构安排

(1) 董事会由 5 名董事组成，其中甲方委派 3 名董事、乙方委派 2 名董事，由甲方委派的董事担任合资公司董事长，由乙方委派的董事担任合资公司副董事长。

(2) 经营班子安排：合资公司总经理由甲方委派，并由合资公司聘任；合资公司技术总监、财务总监由乙方委派，并由合资公司聘任。

(3) 合资公司设 3 名监事，甲方委派 1 位、乙方委派 1 位，职工监事 1 位，其中甲方委派人员担任监事会主席。

五、保密责任

双方同意并确认，除根据适用法律法规、股票交易规则、中国证券监督管理委员会、证券交易所、任何政府部门或法院的命令外，未经一方的事先书面同意，任何一方不得向任何第三方披露(除了需要知晓的范围

内向该方的代理披露外)本协议的存在、目的、本协议的相关条款及与本协议相关的双方为本次合作之目的提供的任何保密信息。

六、违约责任

双方同意并确认，一方违反本协议约定给另一方造成损失的，应当赔偿另一方因此产生的所有损失。

七、法律适用和争议解决

双方同意并确认，由本协议引起或与本协议有关的一切争议，包括有关其有效性或终止的任何问题，应由双方通过协商解决，协商不成，任何一方均有权提交鄂尔多斯仲裁委员会根据其当时有效的仲裁规则在鄂尔多斯经仲裁解决。仲裁裁决是终局的，对争议双方都有约束力。

八、附则

本协议自各方法定代表人或授权代表签字并加盖公章之日起生效；本协议采取中文文本一式【贰】份，各方各执壹份，具有同等法律效力。

-----本协议以下无正文-----

甲方：蒙发能源控股集团有限责任公司

法定代表人或授权代表签字：



签订日期：2023.12.16

乙方：江苏国富氢能技术装备股份有限公司

法定代表人或授权代表签字：



签订日期：2023.12.16



关于江苏国富氢能技术装备股份有限公司之

股份认购协议

本《关于江苏国富氢能技术装备股份有限公司之股份认购协议》(“本协议”)由以下双方于 2023 年 12 月 29 日在中国张家港市签署:

江苏国富氢能技术装备股份有限公司(“国富氢能”或“目标公司”或“甲方”),一家依据中国(仅为本协议之目的,不包括中国台湾地区、中国香港特别行政区及澳门特别行政区)法律有效设立并合法存续的股份有限公司,其注册地址为张家港市国泰北路 236 号;

蒙发能源控股集团有限责任公司(“认购方”或“乙方”),一家依据中国(仅为本协议之目的,不包括中国台湾地区、中国香港特别行政区及澳门特别行政区)法律有效设立并合法存续的有限公司,其主要经营场所为内蒙古自治区鄂尔多斯市伊旗乌兰木伦镇。

上述任何一方单称为“一方”,合称为“双方”。

鉴于:

1. 国富氢能是一家依中国法律设立和存续的股份有限公司,其统一社会信用代码为 91320582MA1MMNB95T,住所为张家港市国泰北路 236 号,截至本协议签署之日,国富氢能注册资本/股本总额为 9,004.4488 万元(人民币,下同),经营范围为氢能源装备、氢能源领域的技术研发、技术转让、技术咨询和相关技术服务;氢能源装备的制造、销售;自营和代理各类商品及技术的进出口业务(依法须经批准的项目,经相关部门批准后方可开展经营活动)。
2. 国富氢能拟向特定对象发行普通股【514.5399】万股,认购方有意向认购国富氢能本次定向发行的全部股份(下称“本次定向发行”)。

双方根据《中华人民共和国公司法》《中华人民共和国民法典》等有关法律、行政法规和《江苏国富氢能技术装备股份有限公司章程》的规定,本着诚实信用、平等互利的原则,经充分协商,就认购方认购国富氢能本次定向发行股份之事宜达成本协议,供双方共同遵守执行。

第一条 本次定向发行的具体方案

- 1.1 国富氢能拟新增股份【514.5399】万股,该等新增股份拟均由认购方认购,即:认购方拟认购国富氢能本次新增股份【514.5399】万股。本次定向发行完成后,国富氢能的股本结构以公司股东名册载明内容为准。



- 1.2 目标公司承诺在本协议签署日直至完成本次定向发行，除本次定向发行外，若存在其他导致目标公司股权结构发生变化的计划或情形，应当事先书面通知认购方。

第二条 本次定向发行的对价

- 2.1 国富氢能本次定向发行前估值拟为 350,000.00 万元，认购方拟以人民币 2 亿元的价格认购国富氢能新增股份【514.5399】万股，其中【514.5399】万元计入注册资本，【19,485.4601】万元计入资本公积金。
- 2.2 双方一致同意，截至本协议签署日，目标公司自成立以来留存的资本公积金、盈余公积金和未分配利润(包括累积未分配利润)由本次定向发行完成后的所有在册股东按各自的持股比例共同享有。自本协议签署之日起至认购方完成本次定向发行之日止，目标公司不得以任何形式进行利润分配。

第三条 出资先决条件

双方确认，认购方在本协议项下的出资义务以下列全部条件的满足为前提：

- (1) 本次定向发行取得目标公司相关的同意和批准，包括但不限于目标公司董事会、股东大会决议通过本协议项下的本次定向发行事宜并批准目标公司签署和履行本协议；
- (2) 双方同意并正式签署本协议；
- (3) 目标公司作为连续经营的实体，不存在亦不得有任何重大违法、违规的行为；不存在任何中国政府机关限制、禁止、延迟或者以其它方式阻止或者寻求阻止本次定向发行完成的行为或程序；
- (4) 目标公司在本协议中所作的陈述、保证和承诺在作出时均是真实和准确的，并且截至本次定向发行完成时该声明和保证均应是真实和准确的。

第四条 本次定向发行的对价、认购股款的支付及资金的用途

- 4.1 双方一致同意，本协议签署后且本协议第三条所述全部出资先决条件均得到满足(或由认购方书面放弃)，同时认购方收到目标公司出具的缴款通知后 10 个工作日内，但最晚不晚于 2024 年 12 月 31 日，认购方应当向目标公司指定银行账户支付认购股款 2 亿元。目标公司在收到认购股款后 2 个工作日内应当向认购方出具目标公司加盖公章且由法定代表人签字的股东名册，并出具书面收款凭证。

4.2 认购方应根据本协议约定向目标公司下述银行账户支付认购股款：

户名：江苏国富氢能技术装备股份有限公司

开户银行：张家港农村商业银行营业部

账号：802000070019288

4.3 认购股款用途：

本次定向发行的认购股款主要用于目标公司日常经营活动以及经董事会批准通过的其他用途。

4.4 双方同意，认购方按本协议第四条约定支付完毕全部认购股款后，认购方在本协议项下的出资义务即告完成。

4.5 认购方自更新股东名册之日起成为目标公司股东，依照法律、本协议和目标公司章程的规定享有所有股东权利并承担相应股东义务。

第五条 声明、保证和承诺

5.1 除已在本协议另有约定和已经向认购方披露的以外，目标公司向认购方作出以下保证和承诺：

- (1) 截至本协议签署之日，除目标公司提供的财务报表及其他资料所载外，不存在不实资产、未发生或有损失以及未予确认的重大负债及或有负债，亦不存在任何可能对目标公司资产或业务产生重大不利影响且目标公司未向认购方披露的任何事实；
- (2) 截至本协议签署之日，目标公司作为连续经营的实体，不存在亦不得有任何重大违法、违规的行为；不存在任何中国政府机关限制、禁止、延迟或者以其它方式阻止或者寻求阻止本次定向发行完成的行为或程序；
- (3) 截至本协议签署之日，本协议的签署和履行将不违反目标公司的章程或其它组织规则中的任何条款或与之相冲突，不违反对目标公司具有约束力的任何法律、法规、规范性文件，亦不会违反以目标公司为协议一方或对目标公司有约束的任何合同、安排或谅解的约定；
- (4) 基于本次定向发行之目的，目标公司向认购方提供的全部书面文件资料 and 通过电子等其他非书面方式提供的信息均是真实、准确、完整和有效的，没有重大遗漏或误导性陈述；

- (5) 截至本协议签署之日,目标公司拥有从事其现有从事的业务所必需的所有执照、许可、批准、授权或特许权。
- (6) 截至本协议签署之日,目标公司已经根据法律及税务机关的要求办理税务登记手续,及时、按规定办理纳税申报手续,并及时、足额缴纳税款。
- (7) 在收到认购方提供的委派董事的相关资料、文件(包括但不限于办理工商变更登记资料所需的身份证扫描件)前提下,目标公司保证自更新股东名册之日起 30 个工作日内将认购方提名的 1 名人士任命为董事,认购方及被提名人士应当配合目标公司就董事任免必须签署的相关文件。

5.2 认购方的陈述、保证和承诺

- (1) 其为能够独立承担民事责任的民事主体,本协议一经签署即对其构成具有法律约束力的文件;
- (2) 其签署、交付和履行本协议在任何方面均不会违反在本协议签署之时任何其适用的法律或任何法院或政府机构发出的任何判决或命令;不会违反其为缔约一方或对其任何资产有约束力的任何合约、其它承诺或文件;
- (3) 其具备完成认购本次定向发行对价之资金支付能力,其用于认购本次定向发行的资金来源合法;
- (4) 其及其合伙人/股东(穿透至最终受益人,如自然人、国资主体或上市公司)具备法律、法规规定的股东资格,不存在因违反法律法规规定或因身份不合法而不能担任国富氢能股东或直接持股的情况;
- (5) 于国富氢能 IPO 过程中,其将全力配合国富氢能及其中介机构对其的尽职调查,并根据中国证券监督管理委员会、证券交易所、国富氢能及其聘请的中介机构的要求及时提供相应文件资料;
- (6) 其所持国富氢能股份锁定期及锁定期届满后减持安排将按照相关监管规则的要求执行,具体以国富氢能中介机构拟定的相关确认文件为准,认购方将配合签署该等确认文件。
- (7) 于国富氢能 IPO 过程中,如根据国富氢能聘请的中介机构或中国证券监督管理委员会、证券交易所的要求,认购方提名的董事不符合国富氢能 IPO 要求的,认购方同意及时更换或放弃董事提名权,并配合国富氢能进行相关调整。

第六条 保密

在本次定向发行完成之前，除非根据有关法律、法规或相关证券交易所上市规则的规定，应向有关政府部门直接或间接报告、登记或备案，或向证券交易所或社会公众披露外，双方不得向与本次定向发行无关的任何第三方以任何形式泄露与本次定向发行有关的任何信息。

第七条 适用法律和争议解决

- 7.1 本协议的成立、效力、履行、解释及争议的解决，均应适用中国公开颁布并有效适用之法律。
- 7.2 凡履行本协议所发生的或与本协议有关的一切争议，双方应通过友好协商解决。在任何一方以书面方式提出该等争议之日起三十(30)日内仍协商不成的，则任何一方均应将争议诉至目标公司所在地人民法院。

第八条 补充、修改和转让

- 8.1 本协议的任何补充或修改必须经双方协商达成一致后签署书面补充协议，补充协议是本协议的组成部分，与本协议具有同等法律效力。
- 8.2 未经本协议双方协商一致，任何一方不得将其在本协议项下的权利和义务转让给其他第三方。

第九条 税收及费用

- 9.1 双方应各自承担因本协议的签署和履行而产生的、应由其缴纳和支付的税收和费用。

第十条 违约责任

- 10.1 本协议有效期内，如因可归因于甲方的原因，甲方违反本协议的约定，不能向乙方发行本协议约定的乙方认购的全部股份的，甲方应当扣除乙方已成功认购部分股份对应认购股款后退还乙方为此已支付的所有认购股款的剩余价款(如有)(“退款金额”)并以退款金额为基础按照 LPR4 倍向乙方承担违约责任。
- 10.2 本协议生效后，如乙方不能在缴款通知规定的支付时间内向甲方支付全部认购股款的，乙方应以未支付部分认购股款金额为基础按照 LPR4 倍计算逾期资金占用期间的利息。
- 10.3 如果违约金不足以弥补守约方的损失的，违约方应赔偿守约方的合理损失(包括但不限于合理的律师费、调查费等)。

第十一条 协议生效及其他

- 11.1 本协议经双方签署完成后成立，并于本次定向发行相关事宜获得国富氢能董事会、股东大会依法定程序所通过的决议批准后生效。
- 11.2 本协议一式四份，本协议各签署方各执一份，其余供办理工商登记或由国富氢能留存。
- 11.3 双方确认，就本协议项下本次定向发行事宜，如因工商行政主管部门要求需使用格式协议，双方应根据本协议之条款约定签署为办理工商变更登记之用的格式协议，该格式协议未约定或约定不一致事宜以本协议约定为准。

(以下无正文，下页为签署页)

(本页无正文, 为《关于江苏国富氢能技术装备股份有限公司之股份认购协议》的签署页)

江苏国富氢能技术装备股份有限公司(盖章)



法定代表人或授权代表(签字):

(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之股份认购协议》的签署页)

蒙发能源控股集团有限责任公司(盖章)

法定代表人或授权代表(签字)



关于江苏国富氢能技术装备股份有限公司之 股份认购协议

本《关于江苏国富氢能技术装备股份有限公司之股份认购协议》(“本协议”)由以下双方于 2023 年 12 月 29 日在中国张家港市签署:

江苏国富氢能技术装备股份有限公司(“国富氢能”或“目标公司”), 一家依据中国(仅为本协议之目的, 不包括中国台湾地区、中国香港特别行政区及澳门特别行政区)法律有效设立并合法存续的股份有限公司, 其注册地址为张家港市国泰北路 236 号;

青岛新鼎哨哥荣陆创业投资合伙企业(有限合伙)(“认购方”), 一家依据中国法律有效设立并合法存续的有限合伙企业, 其主要经营场所为山东省青岛市即墨区鳌山卫街道观山路 276 号 1 号楼海科创业中心 D 座 508-392 室。

上述任何一方单称为“一方”, 合称为“双方”。

鉴于:

1. 国富氢能是一家依中国法律设立和存续的股份有限公司, 其统一社会信用代码为 91320582MA1MMNB95T, 住所为张家港市国泰北路 236 号, 截至本协议签署之日, 国富氢能注册资本/股本总额为 9,004.4488 万元(人民币, 下同), 经营范围为氢能装备、氢能领域的技术研发、技术转让、技术咨询和相关技术服务; 氢能装备的制造、销售; 自营和代理各类商品及技术的进出口业务(依法须经批准的项目, 经相关部门批准后方可开展经营活动)。
2. 国富氢能拟向特定对象发行普通股 22.1252 万股, 认购方有意向认购国富氢能本次定向发行的全部股份(下称“本次定向发行”)。

双方根据《中华人民共和国公司法》《中华人民共和国民法典》等有关法律、行政法规和《江苏国富氢能技术装备股份有限公司章程》的规定, 本着诚实信用、平等互利的原则, 经充分协商, 就认购方认购国富氢能本次定向发行股份之事宜达成本协议, 供双方共同遵守执行。

第一条 本次定向发行的具体方案

- 1.1 国富氢能拟新增股份 22.1252 万股, 该等新增股份拟均由认购方认购, 即: 认购方拟认购国富氢能本次新增股份 22.1252 万股。本次定向发行完成后, 国富氢能的股本结构以公司章程载明内容为准。



- 1.2 目标公司承诺在本协议签署日直至完成本次定向发行，除本次定向发行外，若存在其他导致目标公司股权结构发生变化的计划或情形，应当事先书面通知认购方。

第二条 本次定向发行的对价

- 2.1 国富氢能本次定向发行前估值拟为 350,000.00 万元，认购方拟以人民币 860.00 万元的价格认购国富氢能新增股份 22.1252 万股，其中 22.1252 万元计入注册资本，837.8748 万元计入资本公积。
- 2.2 双方一致同意，截至本协议签署日，目标公司自成立以来留存的资本公积金、盈余公积金和未分配利润(包括累积未分配利润)由本次定向发行完成后的所有在册股东按各自的持股比例共同享有。自本协议签署之日起至认购方完成本次定向发行之日止，目标公司不以任何形式进行利润分配。

第三条 出资先决条件

双方确认，认购方在本协议项下的出资义务以下列全部条件的满足为前提：

- (1) 本次定向发行取得目标公司相关的同意和批准，包括但不限于目标公司董事会、股东大会决议通过本协议项下的本次定向发行事宜并批准目标公司签署和履行本协议；
- (2) 双方同意并正式签署本协议；
- (3) 目标公司作为连续经营的实体，不存在亦不得有任何重大违法、违规的行为；不存在任何中国政府机关限制、禁止、延迟或者以其它方式阻止或者寻求阻止本次定向发行完成的行为或程序；
- (4) 目标公司在本协议中所作的陈述、保证和承诺在作出时均是真实和准确的，并且截至本次定向发行完成时该声明和保证均应是真实和准确的。

第四条 本次定向发行的对价、认购股款的支付及资金的用途

- 4.1 双方一致同意，本协议签署后且本协议第三条所述全部出资先决条件均得到满足(或由认购方书面放弃)后 5 个工作日内，认购方应当向目标公司指定银行账户支付认购股款 860.00 万元。目标公司在收到认购股款后 2 个工作日内应当向认购方出具目标公司加盖公章且由法定代表人签字的股东名册，并出具书面收款凭证。
- 4.2 认购方应根据本协议约定向目标公司下述银行账户支付认购股款：

户名：江苏国富氢能技术装备股份有限公司

开户银行：张家港农村商业银行营业部

账号：802000070019288

4.3 认购股款用途：

本次定向发行的认购股款主要用于目标公司日常经营活动以及经董事会批准通过的其他用途。

4.4 双方同意，认购方按本协议第四条约定支付完毕全部认购股款后，认购方在本协议项下的出资义务即告完成。

4.5 认购方自更新股东名册之日起成为目标公司股东，依照法律、本协议和目标公司章程的规定享有所有股东权利并承担相应股东义务。

第五条 声明、保证和承诺

5.1 除已在本协议另有约定和已经向认购方披露的以外，目标公司向认购方作出以下保证和承诺：

- (1) 截至本协议签署之日，除目标公司提供的财务报表及其他资料所载外，不存在不实资产、未发生或有损失以及未予确认的重大负债及或有负债，亦不存在任何可能对目标公司资产或业务产生重大不利影响且目标公司未向认购方披露的任何事实；
- (2) 截至本协议签署之日，目标公司作为连续经营的实体，不存在亦不得有任何重大违法、违规的行为；不存在任何中国政府机关限制、禁止、延迟或者以其它方式阻止或者寻求阻止本次定向发行完成的行为或程序；
- (3) 截至本协议签署之日，本协议的签署和履行将不违反目标公司的章程或其它组织规则中的任何条款或与之相冲突，不违反对目标公司具有约束力的任何法律、法规、规范性文件，亦不会违反以目标公司为协议一方或对目标公司有约束的任何合同、安排或谅解的约定；
- (4) 基于本次定向发行之目的，目标公司向认购方提供的全部书面文件资料和通过电子等其他非书面方式提供的信息均是真实、准确、完整和有效的，没有重大遗漏或误导性陈述；
- (5) 截至本协议签署之日，目标公司拥有从事其现有从事的业务所必需的所

有执照、许可、批准、授权或特许权。

- (6) 截至本协议签署之日，目标公司已经根据法律及税务机关的要求办理税务登记手续，及时、按规定办理纳税申报手续，并及时、足额缴纳税款。

5.2 认购方的陈述、保证和承诺

- (1) 其为能够独立承担民事责任的民事主体，本协议一经签署即对其构成具有法律约束力的文件；
- (2) 其签署、交付和履行本协议在任何方面均不会违反在本协议签署之时任何其适用的法律或任何法院或政府机构发出的任何判决或命令；不会违反其为缔约一方或对其任何资产有约束力的任何合约、其它承诺或文件；
- (3) 其具备完成认购本次定向发行对价之资金支付能力，其用于认购本次定向发行的资金来源合法；
- (4) 其及其合伙人/股东(穿透至最终受益人，如自然人、国资主体或上市公司)具备法律、法规规定的股东资格，不存在因违反法律法规规定或因身份不合法而不能担任国富氢能股东或直接持股的情况；
- (5) 于国富氢能 IPO 过程中，其将全力配合国富氢能及其中介机构对其的尽职调查，并根据中国证券监督管理委员会、证券交易所、国富氢能及其聘请的中介机构的要求及时提供相应文件资料；
- (6) 其所持国富氢能股份锁定期及锁定期届满后减持安排将按照相关监管规则的要求执行，具体以国富氢能中介机构拟定的相关确认文件为准，认购方将配合签署该等确认文件。

第六条 保密

在本次定向发行完成之前，除非根据有关法律、法规或相关证券交易所上市规则的规定，应向有关政府部门直接或间接报告、登记或备案，或向证券交易所或社会公众披露外，双方不得向与本次定向发行无关的任何第三方以任何形式泄露与本次定向发行有关的任何信息。

第七条 适用法律和争议解决

- 7.1 本协议的成立、效力、履行、解释及争议的解决，均应适用中国公开颁布并有效适用之法律。

- 7.2 凡履行本协议所发生的或与本协议有关的一切争议，双方应通过友好协商解决。在任何一方以书面方式提出该等争议之日起三十(30)日内仍协商不成的，则任何一方均应将争议诉至目标公司所在地人民法院。

第八条 补充、修改和转让

- 8.1 本协议的任何补充或修改必须经双方协商达成一致后签署书面补充协议，补充协议是本协议的组成部分，与本协议具有同等法律效力。
- 8.2 未经本协议双方协商一致，任何一方不得将其在本协议项下的权利和义务转让给其他第三方。

第九条 税收及费用

- 9.1 双方应各自承担因本协议的签署和履行而产生的、应由其缴纳和支付的税收和费用。

第十条 协议生效及其他

- 10.1 本协议经双方签署完成后成立，并于本次定向发行相关事宜获得国富氢能董事会、股东大会依法定程序所通过的决议批准后生效。
- 10.2 本协议一式四份，本协议各签署方各执一份，其余供办理工商登记或由国富氢能留存。
- 10.3 双方确认，就本协议项下本次定向发行事宜，如因工商行政主管部门要求需使用格式协议，双方应根据本协议之条款约定签署为办理工商变更登记之用的格式协议，该格式协议未约定或约定不一致事宜以本协议约定为准。

(以下无正文，下页为签署页)

(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之股份认购协议》的签署页)

江苏国富氢能技术装备股份有限公司(盖章)

法定代表人或授权代表(签字):



A handwritten signature in black ink, written over the bottom portion of the red seal.

(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之股份认购协议》的签署页)

青岛新鼎晴哥荣陆创业投资合伙企业(有限合伙)(盖章)



执行事务合伙人或委派代表(签字):

张弛



关于江苏国富氢能技术装备股份有限公司之

股份认购协议

本《关于江苏国富氢能技术装备股份有限公司之股份认购协议》(“本协议”)由以下双方于 2024 年 2 月 7 日在中国张家港市签署:

江苏国富氢能技术装备股份有限公司(“国富氢能”或“目标公司”), 一家依据中国(仅为本协议之目的, 不包括中国台湾地区、中国香港特别行政区及澳门特别行政区, 下同)法律有效设立并合法存续的股份有限公司, 其注册地址为张家港市国泰北路 236 号;

张家港暨阳氢能创业投资合伙企业(有限合伙)(“认购方”), 一家依据中国法律有效设立并合法存续的有限合伙企业, 其主要经营场所为张家港市杨舍镇暨阳湖金融街 5 幢 205-22 号。

上述任何一方单称为“一方”, 合称为“双方”。

鉴于:

- 国富氢能是一家依中国法律设立和存续的股份有限公司, 其统一社会信用代码为 91320582MA1MMNB95T, 住所为张家港市国泰北路 236 号, 截至本协议签署之日, 国富氢能注册资本/股本总额为 9,819.6020 万元(人民币, 下同), 经营范围为氢能源装备、氢能源领域的技术研发、技术转让、技术咨询和相关技术服务; 氢能源装备的制造、销售; 自营和代理各类商品及技术的进出口业务(依法须经批准的项目, 经相关部门批准后方可开展经营活动)。
- 国富氢能拟向特定对象发行普通股 51.4540 万股, 认购方有意向认购国富氢能本次定向发行的全部股份(下称“本次定向发行”)。

双方根据《中华人民共和国公司法》《中华人民共和国民法典》等有关法律、行政法规和《江苏国富氢能技术装备股份有限公司章程》的规定, 本着诚实信用、平等互利的原则, 经充分协商, 就认购方认购国富氢能本次定向发行股份之事宜达成本协议, 供双方共同遵守执行。

第一条 本次定向发行的具体方案

- 1.1 国富氢能拟新增股份 51.4540 万股, 该等新增股份拟均由认购方认购, 即: 认购方拟认购国富氢能本次新增股份 51.4540 万股。本次定向发行完成后, 国富氢能的股本结构以公司股东名册载明内容为准。

1.2 目标公司承诺在本协议签署日直至完成本次定向发行，除本次定向发行外，若存在其他导致目标公司股权结构发生变化的计划或情形，应当事先书面通知认购方。

第二条 本次定向发行的对价

2.1 认购方拟以人民币 2,000.00 万元的价格认购国富氢能新增股份 51.4540 万股，其中 51.4540 万元计入注册资本，1,948.5460 万元计入资本公积。

2.2 双方一致同意，截至本协议签署日，目标公司自成立以来留存的资本公积金、盈余公积金和未分配利润(包括累积未分配利润)由本次定向发行完成后的所有在册股东按各自的持股比例共同享有。自本协议签署之日起至认购方完成本次定向发行之日止，目标公司不得以任何形式进行利润分配。

第三条 出资先决条件

双方确认，认购方在本协议项下的出资义务以下列全部条件的满足为前提：

- (1) 本次定向发行取得目标公司相关的同意和批准，包括但不限于目标公司董事会、股东大会决议通过本协议项下的本次定向发行事宜并批准目标公司签署和履行本协议；
- (2) 认购方的决策机构批准本次交易并同意认购方签署和履行本协议；
- (3) 双方同意并正式签署本协议；
- (4) 目标公司作为连续经营的实体，不存在亦不得有任何重大违法、违规的行为；不存在任何中国政府机关限制、禁止、延迟或者以其它方式阻止或者寻求阻止本次定向发行完成的行为或程序；
- (5) 目标公司在本协议中所作的陈述、保证和承诺在作出时均是真实和准确的，并且截至本次定向发行完成时该声明和保证均应是真实和准确的。

第四条 本次定向发行的对价、认购股款的支付及资金的用途

4.1 双方一致同意，本协议签署后且本协议第三条所述全部出资先决条件均得到满足(或由认购方书面放弃)以及认购方收到目标公司出具的缴款通知书后 10 个工作日内且不晚于 2024 年 2 月 20 日，认购方应当向目标公司指定银行账户支付认购股款 2,000.00 万元。目标公司在收到认购股款后 2 个工作日内应当向认购方出具目标公司加盖公章且由法定代表人签字的股东名册，并出具书面收款凭证。

4.2 认购方应根据本协议约定向目标公司下述银行账户支付认购股款：

户名：江苏国富氢能技术装备股份有限公司

账号：932003010162938913

开户行：中国邮政储蓄银行股份有限公司张家港市支行

4.3 认购股款用途：

本次定向发行的认购股款主要用于目标公司日常经营活动以及经董事会批准通过的其他用途。

4.4 双方同意，认购方按本协议第四条约定支付完毕全部认购股款后，认购方在本协议项下的出资义务即告完成。

4.5 双方同意并确认，无论因何种原因，认购方未能在2024年2月20日前向目标公司支付完毕认购股款的，认购方均不承担任何责任，包括但不限于违约赔偿责任，目标公司也无权向认购方主张任何责任，包括但不限于违约赔偿责任。

4.6 双方同意并确认，无论因何种原因，认购方未能在2024年2月20日前向目标公司支付完毕认购股款的，目标公司有权终止本协议，自目标公司发出书面终止协议之日起本协议即终止。本协议终止后，认购方不得以任何原因向目标公司及关联方主张任何责任，包括但不限于违约赔偿责任。认购方应当配合目标公司就终止本次定向发行应当签署的相关协议、文件及履行主管部门变更登记手续等(如需)。

4.7 认购方自支付完毕本协议约定的认购股款之日起成为目标公司股东，依照法律、本协议和目标公司章程的规定享有所有股东权利并承担相应股东义务。

第五条 声明、保证和承诺

5.1 除已在本协议另有约定和已经向认购方披露的以外，目标公司向认购方作出以下保证和承诺：

(1) 截至本协议签署之日，除目标公司提供的财务报表及其他资料所载外，不存在不实资产、未发生或有损失以及未予确认的重大负债及或有负债，亦不存在任何可能对目标公司资产或业务产生重大不利影响且目标公司未向认购方披露的任何事实；

(2) 截至本协议签署之日，目标公司作为连续经营的实体，不存在亦不得有

任何重大违法、违规的行为；不存在任何中国政府机关限制、禁止、延迟或者以其它方式阻止或者寻求阻止本次定向发行完成的行为或程序；

- (3) 截至本协议签署之日，本协议的签署和履行将不违反目标公司的章程或其它组织规则中的任何条款或与之相冲突，不违反对目标公司具有约束力的任何法律、法规、规范性文件，亦不会违反以目标公司为协议一方或对目标公司有约束的任何合同、安排或谅解的约定；
- (4) 基于本次定向发行之目的，目标公司向认购方提供的全部书面文件资料 and 通过电子等其他非书面方式提供的信息均是真实、准确、完整和有效的，没有重大遗漏或误导性陈述；
- (5) 截至本协议签署之日，目标公司拥有从事其现有从事的业务所必需的所有执照、许可、批准、授权或特许权。
- (6) 截至本协议签署之日，目标公司已经根据法律及税务机关的要求办理税务登记手续，及时、按规定办理纳税申报手续，并及时、足额缴纳税款。

5.2 认购方的陈述、保证和承诺

- (1) 其为能够独立承担民事责任的民事主体，本协议一经签署即对其构成具有法律约束力的文件；
- (2) 其签署、交付和履行本协议在任何方面均不会违反在本协议签署之时任何其适用的法律或任何法院或政府机构发出的任何判决或命令；不会违反其为缔约一方或对其任何资产有约束力的任何合约、其它承诺或文件；
- (3) 其具备完成认购本次定向发行对价之资金支付能力，其用于认购本次定向发行的资金来源合法；
- (4) 其及其合伙人/股东(穿透至最终受益人，如自然人、国资主体或上市公司)具备法律、法规规定的股东资格，不存在因违反法律法规规定或因身份不合法而不能担任国富氢能股东或直接持股的情况；
- (5) 于国富氢能 IPO 过程中，其将全力配合国富氢能及其中介机构对其的尽职调查，并根据中国证券监督管理委员会、证券交易所、国富氢能及其聘请的中介机构的要求及时提供相应文件资料；
- (6) 其所持国富氢能股份锁定期及锁定期届满后减持安排将按照相关监管规则的要求执行，具体以国富氢能中介机构拟定的相关确认文件为准，认购方将配合签署该等确认文件。

第六条 保密

在本次定向发行完成之前，除非根据有关法律、法规或相关证券交易所上市规则的规定，应向有关政府部门直接或间接报告、登记或备案，或向证券交易所或社会公众披露外，双方不得向与本次定向发行无关的任何第三方以任何形式泄露与本次定向发行有关的任何信息。

第七条 适用法律和争议解决

7.1 本协议的成立、效力、履行、解释及争议的解决，均应适用中国公开颁布并有效适用之法律。

7.2 凡履行本协议所发生的或与本协议有关的一切争议，双方应通过友好协商解决。在任何一方以书面方式提出该等争议之日起三十(30)日内仍协商不成的，则任何一方均应将争议诉至目标公司所在地人民法院。

第八条 补充、修改和转让

8.1 本协议的任何补充或修改必须经双方协商达成一致后签署书面补充协议，补充协议是本协议的组成部分，与本协议具有同等法律效力。

8.2 未经本协议双方协商一致，任何一方不得将其在本协议项下的权利和义务转让给其他第三方。

第九条 税收及费用

9.1 双方应各自承担因本协议的签署和履行而产生的、应与其缴纳和支付的税收和费用。

第十条 协议生效及其他

10.1 本协议经双方签署完成后成立，并于本次定向发行相关事宜获得国富氢能董事会、股东大会依法定程序所通过的决议批准后生效。

10.2 本协议一式四份，本协议各签署方各执一份，其余供办理工商登记或由国富氢能留存。

10.3 双方确认，就本协议项下本次定向发行事宜，如因工商行政主管部门要求需使用格式协议，双方应根据本协议之条款约定签署为办理工商变更登记之用的格式协议，该格式协议未约定或约定不一致事宜以本协议约定为准。

(以下无正文，下页为签署页)

(本页无正文, 为《关于江苏国富氢能技术装备股份有限公司之股份认购协议》的签署页)

江苏国富氢能技术装备股份有限公司(盖章)

法定代表人或授权代表(签字):



(本页无正文，为《关于江苏国富氢能技术装备股份有限公司之股份认购协议》的签署页)

张家港暨阳氢能创业投资合伙企业(有限合伙)(盖章)



执行事务合伙人或委派代表(签字):



关于呼图壁隆盛达锦华氢能科技服务有限公司之股权转让协议

本《关于呼图壁隆盛达锦华氢能科技服务有限公司之股权转让协议》(“本协议”)由以下各方于2024年2月19日在【乌鲁木齐】市订立并签署:

甲方(受让方):新疆国富氢能科技服务有限公司(“新疆国富”),系一家根据中国法律合法成立并有效存续的有限责任公司,注册地址为新疆乌鲁木齐市甘泉堡经济技术开发区翰海东街2345号管委会8-18室,统一社会信用代码为91650190MAC0K2N26H。

乙方(转让方):乌鲁木齐市隆盛达环保科技有限公司(“隆盛达”),系一家根据中国法律合法成立并有效存续的有限责任公司,注册地址为新疆乌鲁木齐市头屯河区工业园银泉街32号,统一社会信用代码为916501066734107765。

丙方(目标公司):呼图壁隆盛达锦华氢能科技服务有限公司(“呼图壁锦华”),系一家根据中国法律合法成立并有效存续的有限责任公司,注册地址为新疆昌吉州呼图壁县大丰镇工业园区横一路367号房屋,统一社会信用代码为91652323MACWAMHR1B。

(甲方、乙方、丙方单称为“一方”,合称为“各方”)

鉴于:

1. 目标公司系一家根据中国法律合法成立并有效存续的有限责任公司,成立于2023年8月23日。截至本协议签署之日,其注册资本为人民币2,000万元;经营范围为:许可项目:燃气汽车加气经营。(依法须经批准的项目,经相关部门批准后方可开展经营活动,具体经营项目以相关部门批准文件或许可证件为准)一般项目:技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广;停车场服务;劳务服务(不含劳务派遣);装卸搬运;站用加氢及储氢设施销售;电气设备销售;特种设备销售;日用百货销售。(除依法须经批准的项目外,凭营业执照依法自主开展经营活动)。

2. 截至本协议签署之日,乙方持有目标公司100%股权,认缴出资金额为人民币2,000万元、实缴出资金额为人民币0万元。

3. 乙方拟将其持有的目标公司40%股权(“标的股权”)转让给甲方,甲方同意根据本协议约定的条款和条件自乙方处受让该等标的股权(“本次股权转让”)。

本协议各方本着平等互利的原则,依据《中华人民共和国民法典》《中华人民共和国公司法》及其他有关法律和法规,经友好协商,达成如下协议:

第一条 释义

1.1 除非根据上下文另有特别明确的解释，下列术语和解释在本协议具有如下含义：

标的股权：指乙方持有的目标公司 40%的股权，对应目标公司人民币 800 万元注册资本(未实缴出资)；

本次交易、本次股权转让：指依照本协议之约定，乙方将标的股权转让给甲方；

重大：除非本协议中另有条款说明，对于资产相关事项，以单笔对目标公司净利润影响超过或可能超过【5】万元为标准；对于诉讼、仲裁等事项，以诉讼、仲裁等事项的结果不利于或可能不利于目标公司且目标公司应承担或可能需要承担的赔偿单笔或累计金额超过或可能导致【5】万元为标准；

法律规定：在本协议中，除非另有特别说明，包括法律、法规、规章、规范性文件；

工作日：指银行通常在中国营业办理正常银行业务的日期(不包括星期六、星期日和法定节假日)；

中国：指中华人民共和国，为本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区；

元：在本协议中，除非另有特别说明，均指中国法定货币人民币元。

1.2 本协议标题仅供参考，不影响本协议的诠释。

1.3 本协议提及的“人”应包括法人、非法人组织以及合伙组织(无论其是否具有独立法人人格)。

1.4 本协议提及的任何文件(包括本协议)包括对这些文件不时的修改、合并、补充、更新和替代。

第二条 股权转让

2.1 本协议签署时目标公司的股权结构

截至本协议签署之日，目标公司的注册资本为人民币 2,000 万元，目标公司的股权结构如下：

| 序号 | 股东名称 | 认缴出资额
(万元) | 实缴出资额
(万元) | 出资比例 | 出资方式 |
|----|------|-----------------|---------------|----------------|------|
| 1. | 隆盛达 | 2,000.00 | 0.00 | 100.00% | 货币 |
| | 合计 | 2,000.00 | 0.00 | 100.00% | - |

2.2 标的股权

2.2.1 乙方同意根据本协议约定的条款和条件将标的股权转让给甲方。自本协议签署之日起，甲方即持有标的股权全部权益(本协议签署之日为“交割日”)。

2.2.2 甲方同意根据本协议约定的条款和条件受让标的股权。

2.2.3 本协议约定之标的股权含标的股权的全部权益，包括与标的股权有关的所有权、利润分配权、表决权、董事提名权、监事提名权、资产分配权等目标公司章程和法律规定的公司股东应享有的一切权益。

2.3 股权转让价款

各方经协商后一致同意，鉴于乙方就标的股权未实缴出资，本协议项下标的股权的股权转让价款为人民币【0】元(大写：人民币【零】元)，为免疑义，甲方无需就本协议项下本次股权转让向乙方支付股权转让价款。本次股权转让完成后，由各方根据目标公司章程、《公司法》及相关法律法规的规定按时足额实缴出资。

2.4 本次股权转让完成后目标公司的股权结构

| 序号 | 股东名称 | 认缴出资额
(万元) | 实缴出资额
(万元) | 出资比例 | 出资方式 |
|----|------|---------------|---------------|--------|------|
| 1. | 新疆国富 | 800.00 | 0.00 | 40.00% | 货币 |
| 2. | 隆盛达 | 1,200.00 | 0.00 | 60.00% | 货币 |

| | | | | |
|----|----------|------|---------|---|
| 合计 | 2,000.00 | 0.00 | 100.00% | - |
|----|----------|------|---------|---|

第三条 陈述、保证与承诺

3.1 各方的陈述与保证

各方中的任何一方在此独立及分别向其他方做出如下陈述与保证，并确保该等陈述与保证在本协议有效期内持续有效并始终真实、准确和完整：

- 3.1.1 其签署本协议、履行本协议项下的一切义务以及完成本协议项下的交易等行为都已获得充分必要的授权；即各方已经过必要的程序获得了内部权力机构有效的授权，且不违反己方公司章程，不违反对各方有约束力的法律或合同方面的限制；
- 3.1.2 本协议一经签署即对其具有法律约束力；
- 3.1.3 本协议的签署和履行不违反其章程或其他组织文件(如涉及)、其作为一方的合同中任何条款或与之相冲突，且不违反任何中国的强制性法律法规规定；
- 3.1.4 积极签署并准备与本次股权转让有关的一切必要文件，互相配合办理本次股权转让的相关变更登记手续。

3.2 目标公司、乙方的进一步陈述、保证与承诺

目标公司、乙方进一步向甲方做出如下陈述与保证，并确保该等陈述与保证在目标公司完成工商变更手续前持续有效：

3.2.1 目标公司有效存续

目标公司为依法设立并有效存续的主体。目标公司的注册资本已经依据其公司章程，批准文件，批准证明和营业执照(“成立和变更文件”)中付款时间表的规定充分缴纳，符合中国法律要求，没有未缴纳、迟延缴纳、虚报或抽逃注册资本的情况，目标公司历次的股权转让亦符合中国法律要求。所有的成立和变更文件业已合法有效地获得批准或登记(如要求)，并且依据中国法律，都是有效，具有可执行力的。在成立和变更文件中所详述的目标公司的经营范围符合中国法律的要求。目标公司严格按照成立和变更文件所规定的经营范围和法律的规定开展经营活动。目标公司所有开展经营活动所需要的在中国法律规定下的证照、批准、许可都已经依法申请并获得；并且所有的这些许可都是有效存续的。目标公司已通过有关的政府授权机关对目标公司的证照许可的年检(如有)。

3.2.2 财务报告

目标公司向甲方提供的截至【2023】年【12】月【31】日(“资产负债表日”)的财务报表(未经审计)真实、完整和准确的反映了目标公司在相关期间或相关基准日的经营状况和财务状况。目标公司的所有审计账目及管理账目(包括转让账目)均根据中国有关法律的财务、会计制度并结合目标公司的具体情况而制定及真实和公平地反映目标公司在有关账目日期的财务及经营状况；目标公司之财务记录和资料完全符合中国法律和法规的要求以及符合中国标准会计准则。

3.2.3 未披露债务

在本次股权转让工商变更登记完成前，目标公司不存在资产负债表中未体现的任何其他债务、欠款和欠税，但在资产负债表日以后发生的属于目标公司正常经营活动中的债务，且不为本协议所禁止，不会对目标公司的任何股东或目标公司本身产生任何重大不利影响的债务除外。除已向甲方披露的外，目标公司从未为其他人提供保证担保责任，也从未以其财产设定任何抵押、质押及其他担保权。目标公司如存在其他未披露所有的负债、或有负债等债务，均由乙方承担，如违反本条款而给甲方造成的任何直接损失，由乙方承担所有违约责任。

3.2.4 股本结构

在工商管理部门登记备案的公司章程及章程修正案中所载的目标公司注册资本权益结构与乙方和目标公司向甲方提供的公司章程及章程修正案的记载完全一致，且准确、完整地反映了本协议签署时目标公司的股本结构。目标公司从未以任何形式、向任何人承诺或实际发行过除上述登记机关登记备案的股东权益之外的任何权益、股份、债券、认股权、期权或性质相同或类似的权益。

3.2.5 无变化

从资产负债表日起至交割日，除非本协议另有规定或由甲方书面认可外，目标公司没有下列行为：

- (1) 提前偿还债务；
- (2) 向其他人提供保证担保、为其财产设定抵押、出质及其他担保权；
- (3) 免除任何对他人的债权或放弃任何求偿权；

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- (4) 对任何已有的合同或协议作出不利于目标公司的修改；
 - (5) 向任何管理人员、董事、雇员、销售代表、代理人或顾问发放奖金或者增加其他任何形式的收入(正常经营范围内的除外)；将任何目标公司中薪酬待遇最高的5个人和董事、总经理等高级管理人员的薪酬水平提高15%以上、任免以上人员、或对其劳动合同作出修改；
 - (6) 遭受任何损失(不论是否保险)，或发生任何与供应商、客户或雇员的关系变化，该损失或变化将导致对目标公司的重大不利影响；
 - (7) 修改目标公司会计核算方法、政策或原则、财务会计规章制度；
 - (8) 转让或许可他人使用目标公司的知识产权；
 - (9) 任何销售惯例或核算方法的重大变化、雇佣人员政策、规章制度重大变化；
 - (10) 目标公司的财务状况发生重大不利变化；发生了目标公司常规业务以外的重大交易并产生重大责任(此处“重大交易”和“重大责任”中的“重大”指对目标公司的正常业务经营、资产负债、持续盈利能力及有效存续会产生不利影响)；
 - (11) 产生任何有别于股东年度会议上讨论的常规事宜的任何股东会决议或董事会决议，但是为履行本协议而形成的决议除外；
 - (12) 宣布、已经支付、造成或准备宣布、准备支付、造成任何股息、红利或其他形式的股东分红；
 - (13) 超出正常业务范围的资产售卖、抵押、质押、租赁、转移和其他处置；除常规业务外处理任何固定资产或同意固定资产被处理或收购，放弃对任何目标公司资产的掌管，产生任何导致固定资产支出的合同；超出正常业务范围的任何开支或者购买任何有形或者无形资产(包括对任何公司进行股权投资)；
 - (14) 任何不属于目标公司常规业务经营的重大交易或行为；
 - (15) 对外借款或发生其他人民币【2】万元以上的非经营性负债；
 - (16) 应收款/其他应收款、应付款/其他应付款等债权债务发生重大变化；

(17) 任何可能导致上述情形发生的作为或不作为。

3.2.6 税务

在交割日前，目标公司已经完成所有法律、法规要求的税务登记，已经交纳全部应缴税款，且无需缴付任何与该税款有关的罚款、附加费、罚金或利息。目标公司没有任何税务违法、违规的行为、没有涉及任何与税费有关的纠纷和诉讼。目标公司已经向任何提出要求的税务部门提交了所要求的信息。截止本协议签署之日不存在目标公司与税务部门之间涉及目标公司税务责任或潜在税务责任或税务优惠的纠纷。目标公司保持有用以正常记税和缴税的财务资料和相关政府部门批准税务优惠的充分资料。

3.2.7 资产

目标公司合法拥有和使用其所有的全部固定和无形资产。

3.2.8 关联交易

目标公司没有任何不公允的关联交易，目标公司与各方股东及其关联方之间不存在不公允的应付或应收股东款项问题。

目标公司已将目标公司部分现行有效的与原件相符的重大协议或合同的复印件提供给甲方，且目标公司保证目标公司全部现行有效的合同均是合法有效和可以依法执行的，且全部现行有效的合同均适当履行，不存在目标公司或其他任一交易方违约的情形。

对于任何下述合同、协议或文件，目标公司不是该等合同、协议或文件的一方，或受任一合同、协议或其他文件的约束：

- (1) 不是在正常的经营过程中形成的合同、协议或文件；
- (2) 不是完全基于公平基础形成的合同、协议或文件；
- (3) 致使目标公司亏损或者损害目标公司利益的合同、协议或文件；
- (4) 投入适当的精力与支出仍然无法完成的合同、协议或文件；
- (5) 限制目标公司从事经营的合同、协议或文件；
- (6) 涉及应支付而尚未支付的金额大于人民币【5】万元的合同、协议或文件；

(7) 影响或将受本协议项下交易影响应向甲方披露但未向甲方披露的合同、协议或文件。

不存在目标公司违反以目标公司为一方或者对目标公司有约束力的合同、协议或文件下的条款或义务的情形。

3.2.9 知识产权

目标公司拥有从事与过去及目前业务和营业活动所需的全部知识产权(包括但不限于专利、商标、著作权、专有技术、域名及商业秘密等)的合法所有权或使用权,目标公司任何涉及他人知识产权的业务经营活动所涉及的知识产权都已取得必要的授权或许可。目标公司没有任何侵犯他人知识产权、商业秘密、专有信息或其他类似权利,不存在未决的或可能发生的要求目标公司对侵犯任何第三方的知识产权、商业秘密、专有信息或其他类似权利进行索赔的主张、争议或诉讼程序。目标公司所拥有的商标、专利、著作权和域名都已依法正式注册、备案或登记。

3.2.10 资质证书

目标公司拥有从事与过去及目前业务和营业活动所需的全部资质证书的合法所有权,且持续有效。目标公司没有任何无证经营、违法经营的历史情况,且不存在可预见的可能导致目标公司无证经营、违法经营的情况发生。

3.2.11 投资项目

目标公司投资项目已根据法律法规的规定取得现阶段应当履行的相应的登记、备案手续并取得投资备案证明等相关资质证书,该等投资项目不存在因违反法律法规规定或主管部门要求而无效、取消等情形。

3.2.12 环境、健康和安

自目标公司设立之日起至本次股权转让工商变更登记完成前,目标公司一贯遵守有关其业务经营的所有环保法律法规、不存在任何违反该等法律法规的行为。目标公司已经获得其经营所需、完全有效的所有环保许可,其中包含的全部条件和限制均得以始终遵守。目标公司已经取得目前计划的业务扩展所必需的所有完全有效的环保许可,其中包含的全部条件和限制均得以始终遵守。目标公司没有(且未曾)违反有关防火、公共健康、污染、排污和污水处理的任何适用的法定要求。目标公司不存在被提起、预期或可能被提起任何主张其违反环保许可的主张、程序(无论是民事、刑事、或行政的)或控诉,也未曾收到任何往来文书声明有关批准

可能被修改、中止或撤销，且不存在可能导致任何环保许可被取消、变更、撤回、中止或撤销的情况或条件。目标公司不存在由任何监管部门或任何第三方(包括任何员工)提起、预期或可能提起的有关目标公司在任何环保法律法规中的责任或危险品的诉求、程序(无论是民事、刑事或行政的)或控诉，且乙方和目标公司未获知可能导致该等主张程序或控诉的任何情况。不存在任何危险物品曾经或正在被目标公司、或代表目标公司的一方向周围溢出、过滤、释放、散发、泄露或处理。目标公司在任何环保法律法规下没有任何实际或或有的责任，且不存在引起或可能引起目标公司对其现在或过去拥有、占有或使用的任何财产进行修缮、维修、复原或清除责任的情形。不存在针对目标公司或其任何管理人员或员工提起或可能提起的、有关损害员工、承包商或其他个人健康或安全的事故、伤害、疾病或其他损害的主张、调查或程序，且不存在可能导致任何该等主张、调查或程序的事实或情形。

3.2.13 诉讼

自目标公司设立之日起至本次股权转让工商变更登记完成前，不存在可能对目标公司带来重大不利影响，或者消极影响本协议的订立、效力以及本协议下交易的下列情形，无论是已经完成的、未决的或是可能发生的：

- (1) 政府部门对目标公司的处罚、禁令或指令；
- (2) 针对目标公司的民事、刑事、行政诉讼，仲裁等其他程序或争议。

3.2.14 遵守法规

目标公司目前经营的业务符合现行有效的法律、法规、规定和其他国家有关行政管理机关颁布的管理规定，并且没有违反任何法律、法规和规定，以致对目标公司经营的业务或资产构成重大不利影响。

3.2.15 雇员

目标公司在劳动用工方面遵守以下约定：

- (1) 目标公司雇佣员工应遵守对其适用的相关劳动法律法规；
- (2) 目标公司不存在任何其已知或应知的潜在的劳动争议或者纠纷；

- (3) 目标公司没有任何应付而未付的有关解除劳动关系的经济补偿金或其他与雇佣关系有关的类似补偿或赔偿费用的支付义务；
- (4) 目标公司将按照相关法律法规规定为员工缴纳社会保险和住房公积金，就社会保险费和住房公积金费用缴纳情况不存在现存或其已知或应知的潜在的争议；
- (5) 除《中华人民共和国劳动法》及其相关规定要求的职工福利、社会及养老保障和解除劳动合同经济补偿外，目标公司未向员工提供或承诺提供任何其他的在职、离职、解雇、退休或养老福利、保障或补偿。

3.2.16 竞业限制

乙方创立目标公司及持续为目标公司服务不违反其作为一方的合同、协议，目前不存在尚在有效期内的竞业限制/禁止协议。

3.2.17 信息披露

目标公司、乙方在本协议签署之前和之后向甲方提供的文件、资料和信息均是真实、准确、无遗漏和无误导的。

自本协议签署之日起至本次股权转让工商变更登记之日止，目标公司、乙方有义务就在该期间内新发生的关于本第 3.2 条所述之陈述与保证相关的内容向甲方进行持续性披露。

3.2.18 或有债务承担

如果由于本次股权转让工商变更登记之日前目标公司、乙方的任何违法、违规、违约、侵权、对外担保、权利放弃或其他任何事项导致目标公司遭受补缴、罚款、赔偿、承担义务、责任、或其他任何损失的，由乙方予以承担。

3.2.19 其他

- (1) 包括账册、股权变化记录、财务报表及所有其他目标公司记录在内的全部文件皆按法律要求和商业常规保管并完全由目标公司掌握，与目标公司业务相关的主要交易皆准确、规范的记录在案；
- (2) 包括股东会决议、管理层会议记录、执行董事决议、目标公司股东名册在内的目标公司的文件一直被妥善保管并完整、准确地记录着应记录于此类文件的事宜；

- (3) 自资产负债表日以来(i)除目标公司日常经营行为外, 没有触发目标公司债务提前到期的事件发生; (ii)没有任何目标公司财产被处理或脱离目标公司的掌管、目标公司没有签署任何导致目标公司产生非日常财务支出的协议, 亦未产生任何此类责任;

第四条 交割后承诺事项

4.1 甲方承诺事项

在交割日后, 甲方应当尽合理努力协助乙方完成本协议第 4.2.1 条、第 4.2.2 条及第 4.2.4 条约定的事项。

4.2 乙方承诺事项

在交割日后, 除非取得甲方的另行书面豁免, 乙方应按照本协议的约定及时完成如下承诺事项, 并向甲方提供相关证明文件(如有)的原件或加盖目标公司印章的复印件(如需):

- 4.2.1 在交割日后【3】个工作日内, 目标公司内部审批机构应就下列事项履行内部审批程序并有效通过相关决议:(A)同意修改公司章程;(B)同意目标公司董事会由乙方提名的 2 名董事和甲方提名的 1 名董事组成, 目标公司的董事长、法定代表人由乙方指定的主体担任, 总理由甲乙双方共同推荐的主体担任, 甲方推荐财务经理 1 名, 目标公司不设立监事会, 设立监事 1 名, 由甲方指定的主体担任(以下合称“管理层变更”);
- 4.2.2 在交割日后【45】个工作日内, 目标公司应完成本次股权转让及管理层变更的工商变更登记及备案手续, 完成本协议附件公司章程的备案, 并取得目标公司新营业执照;
- 4.2.3 于交割日起, 目标公司印鉴(“印鉴”)由目标公司指定部门进行保管, 用印流程采用串行审批, 甲方推荐的管理人员参与审批, 总经理在董事会授权范围内对目标公司印鉴具有最终审批权;
- 4.2.4 于交割日, 乙方应当向甲方移交目标公司全部银行账户及 U 盾或其他登陆、操作、管理目标公司银行账户的介质、工具, 交割日后, 目标公司所新设立的任意银行账户及 U 盾或其他登陆、操作、管理目标公司银行账户的介质、工具(以上合称“U 盾”), 均由甲乙双方共同管理, 双方至少各持一枚, 使用流程采用串行审批, 一方发起申请则由另一方审批通过。目标公司银行账户任何款项的支付应由双方共同配合完成;
- 4.2.5 继续履行和遵守本协议要求其履行或遵守的所有约定和承诺, 不

不得以任何作为或不作为的方式违反本协议项下的任何陈述、保证和承诺；

- 4.2.6 按照本协议约定及甲方要求采取一切必要措施配合甲方及目标公司处理相关问题或事项(如需)；
- 4.2.7 本次股权转让工商变更登记完成后，如果由于本次股权转让工商变更登记前乙方、目标公司及/或其人员的任何债权债务、争议纠纷、违约、侵权、违法、违规、对外担保、权利放弃、或其他任何事项/问题导致目标公司或甲方遭受任何补缴、罚款、赔偿、承担义务/责任或其他任何损失(无论该等责任、义务或损失发生在本次股权转让工商变更登记前、当日或之后且无论是否已向甲方披露)，乙方均应当在收到甲方书面通知之日起十(10)个工作日内向甲方支付对应的赔偿金额，担保方对乙方所负赔偿责任承担连带保证责任。

第五条 税费及开支

- 5.1 为办理本协议项下股权转让手续所需向税务主管部门缴纳的股权转让所得税(如有)、印花税(如有)、政府部门收取的行政规费(如有)等应由双方各自依法承担，其他法律法规及目标公司章程未明确承担主体的费用(如有)，由目标公司承担。
- 5.2 除非本协议另有约定，若本次交易最终完成或者因非甲方的原因未完成，乙方应向甲方补偿其已支出的与本次交易相关的其他费用和开支(包括但不限于聘请律师、会计师及其他专业顾问的费用等(如涉及))，费用总额不超过人民币【5】万元。

第六条 违约责任

- 6.1 若一方违反、或没有履行其在本协议中的陈述、保证、义务或责任，则该方(“违约方”)即构成违约行为。
- 6.2 除本协议另有约定外，任何一方违反本协议，致使其他方承担任何费用、责任或蒙受任何损失，违约方应赔偿守约方的全部损失，损失范围包括但不限于：守约方受到的直接损失、该等损失产生的利息、因向违约方追偿所产生的律师费、查封费、公证费、保全费、诉讼费/仲裁费、其他开支及守约方预期应获得的合理的商业利益等。
- 6.3 在(1)本协议第 4.2.1 条及第 4.2.2 条约定事项的工商变更登记手续完成前，存在乙方应披露未披露的重大问题，导致无法实现本协议的合同目的；(2)乙方对本协议第 3.1 条、第 3.2 条的陈述保证不真实、不准确或者不完整，导致标的股权存在纠纷或潜在纠纷的；(3)乙方未按照在本协议第四条约定期限内完成交割后承诺事项的，即构成乙方对本协议的根本性违约，甲方

有权单方解除本协议，乙方应当赔偿甲方因此受到的所有损失。

- 6.4 非因归咎于协议一方的原因导致本协议项下义务的履行延期的，该方履行义务的期限应相应顺延。

第七条 保密

- 7.1 各方同意对于本协议内容及对方所提供的未公开的信息(“保密信息”)承担严格的保密义务，除因法律规定或任何有管辖权的法院、仲裁机构、证券交易所等国家相关主管部门要求及为本协议项下交易之目的以外，均不得以任何方式向任何第三方(各方为本协议项下交易聘请的中介机构除外，但该等主体应承担同等的保密义务)披露。若根据法律及国家相关主管部门必须透露保密信息，则需要透露保密信息的一方应在透露或提交保密信息之前的合理时间内征求另一方有关保密信息披露和提交的意见。如另一方要求，需要透露保密信息一方应尽可能为所披露或提交的保密信息争取保密待遇。
- 7.2 出现下述情况时，各方对相关信息不负有保密义务：
- 7.2.1 已因合法原因对外披露或进入公知领域；
- 7.2.2 已因他人过错而对外披露或进入公知领域；
- 7.2.3 各方一致认为不属于保密范围内的信息；
- 7.2.4 根据国家法律法规、有关监管部门的规定需向第三方披露相关文件。
- 7.3 各方履行本条规定的保密义务，不得向其他任何一方主张给付金钱或非金钱形式对价。

第八条 通知

- 8.1 本协议项下发出的所有通知、要求或其他通讯均应为书面形式，并递送或寄至有关方的下列地址或发送至有关方的下列电子邮件地址(或收件人提前 7 天向另一方发出书面通知说明的其他地址)。

| | | |
|----|---------------------------|----------|
| 甲方 | 地址： | |
| | 电话：【 】 | 电子邮件：【 】 |
| 乙方 | 地址：新疆乌鲁木齐市头屯河区工业园银泉街 32 号 | |

| | | |
|----|---------|-----------|
| | 电话: 【 】 | 电子邮件: 【 】 |
| 丙方 | 地址: | |
| | 电话: 【 】 | 电子邮件: 【 】 |

8.2 根据本协议第 8.1 条的规定发出或送达的各份通知、要求或其他通讯, 在以下情况下视为已发出或送达:

8.2.1 如果交快递公司递送或交专人递送, 在有关通知、要求或通讯送至有关的上述地址时视为已送达;

8.2.2 如果经电子邮件发送, 在有关通知、要求或通讯的电子邮件发送成功二十四(24)小时后视为已送达。

第九条 法律适用及争议解决

9.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖, 并依其解释。

9.2 各方同意任何由于本协议签订、履行本协议而发生的或与本协议有关的争议, 均应通过各方友好协商解决。如果该争议在一方发出要求协商的通知后【30】日内仍未解决, 发出通知的一方有权将争议提交目标公司所在地有管辖权的人民法院。

9.3 争议解决的过程中, 除争议所涉事项外, 各方均应继续履行其在本协议项下的各项义务。

第十条 本协议的生效、补充、修改、变更及解除

10.1 本协议经各方法定代表人或授权代表签字并加盖法人公章之日起成立并生效。

10.2 本协议的任何修改、补充必需以书面形式进行。本协议的修改、补充由本协议各方适当签署后方能生效。

10.3 本协议可依据下列情况之一而解除:

10.3.1 经各方一致书面同意;

10.3.2 如果有管辖权的政府部门作出的限制、禁止和废止完成本次交易的永久禁令、法规、规则、规章和命令已属终局的和不可上诉, 各方均有权以书面通知方式解除本协议;

10.3.3 甲方按照本协议的约定以书面通知方式单方解除本协议。

第十一条 其他条款

11.1 转让

未经其他各方书面同意，任意一方不得赠与或转让其在本协议项下的任何权利和义务；但任意一方有权将其本协议项下的全部或部分权利、权益和义务让与和转让给其控制的主体、控制其的主体、受同一方控制的主体，本协议其他方同意配合签署必要的文件。

11.2 弃权

本协议任何一方没有或没有及时行使其在本协议项下的权利、权力和采取补救措施不能视为弃权，任何单独或部分的行使均不能排除其他的进一步行使，也不能排除其他的或其他任何权利、权力或补救的行使。本协议任何一方对违约方某一违约行为放弃追究不能被认为该方对违约方今后继而发生的违约行为的追究权利的放弃。

11.3 可分割性

本协议项下的各项义务都应该被视为单独的义务而各自具有可强制执行性，当本协议的某一或某些义务不可被执行时，其他义务的可执行性不受影响。本协议对一方不能执行，并不影响本协议对另一方的可执行性。

11.4 文本

本协议以中文书写，正本一式【陆】份，各方各执壹份，其余报有关部门登记备案，每一份具有同等法律效力，但所有正本合在一起应被视为一份完整的文件。

11.5 其他

各方确认，为本次股权转让的工商登记之目的，可以根据工商登记机关的要求另行签署必要的文件资料(包括但不限于公司章程、股东会决议、股权转让协议等，以下统称为“工商登记之文件资料”)，但各方同意及确认该等工商登记之文件资料仅以用于本次股权转让的工商登记之用，各方在本次股权转让中的各项权利义务关系不因此发生改变，仍以本协议约定为准；同时，各方进一步确认，任何一方不得以工商登记之文件资料与本协议不同或以工商登记之文件资料为准为由不履行本协议。

(以下无正文)

(本页无正文，为《关于呼图壁隆盛达锦华氢能科技服务有限公司之股权转让协议》的签署页)

新疆国富氢能科技服务有限公司(公章)

法定代表人或授权代表(签名):



(本页无正文，为《关于呼图壁隆盛达锦华氢能科技服务有限公司之股权转让协议》的签署页)

乌鲁木齐市隆盛达环保科技有限公司(公章)

法定代表人或授权代表(签字)



谈明

(本页无正文，为《关于呼图壁隆盛达锦华氢能科技服务有限公司之股权转让协议》的签署页)



呼图壁隆盛达锦华氢能科技服务有限公司(公章)

法定代表人或授权代表(签名):

姜明

关于齐鲁氢能（山东）发展有限公司之股权转让协议

本《关于齐鲁氢能（山东）发展有限公司之股权转让协议》（“本协议”）由以下各方于 2024 年 8 月 7 日在【苏州】市订立并签署：

甲方(受让方)：苏州晟瑞辰企业咨询管理合伙企业（有限合伙）（“苏州晟瑞辰”），系一家根据中国法律合法成立并有效存续的合伙企业，注册地址为注册地址为苏州工业园区顺达商业广场 1 幢 650 室，统一社会信用代码为 91320594MA276KTL0G。

乙方(转让方)：淄博华本燃气有限公司（“华本燃气”），系一家根据中国法律合法成立并有效存续的有限责任公司，注册地址为山东省淄博市临淄区敬仲镇政府西 2 公里（寿济路北侧），统一社会信用代码为 91370300068748357Q。

丙方(目标公司)：齐鲁氢能（山东）发展有限公司（“齐鲁氢能”），系一家根据中国法律合法成立并有效存续的有限责任公司，注册地址为山东省淄博市临淄区辛店街道乙烯南路东首 100 米南侧，统一社会信用代码为 91370305MA947CEH62。

丁方：

丁方 1 (标的公司股东)：淄博金路通客运服务有限公司（“金路通”），系一家根据中国法律合法成立并有效存续的有限责任公司，注册地址为张店区西九路以东迎宾大道以南，统一社会信用代码为 91370300664436296H。

丁方 2 (标的公司股东)：江苏国富氢能技术装备股份有限公司（“国富氢能”），系一家根据中国法律合法成立并有效存续的股份有限公司，注册地址为张家港市国泰北路 236 号，统一社会信用代码为 91320582MA1MMNB95T。

丁方 3 (标的公司股东)：淄博天元化工有限公司（“天元化工”），系一家根据中国法律合法成立并有效存续的有限责任公司，注册地址为淄博市临淄区金岭镇南乙烯南路 12-3 号，统一社会信用代码为 91370305265130468X。

（以上各方单称为“一方”，合称为“各方”）

鉴于：

1. 目标公司系一家根据中国法律合法成立并有效存续的有限责任公司，成立于 2021 年 5 月 31 日。截至本协议签署之日，其注册资本为人民币 10,000 万元，实收资本为人民币 7,500 万元；经营范围为 一般项目：工程和技术研究和试验发展；智能基础制造装备制造；站用加氢及储氢设施销售；装卸搬运；停车场服务；劳务服务（不含劳务派遣）；化工产品销售（不含许可类化工产品）；电气

设备销售；特种设备销售；塑料制品销售；润滑油销售；软件销售；软件外包服务；五金产品批发；五金产品零售。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）许可项目：危险化学品经营。（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）。

2. 截至本协议签署之日，乙方系目标公司经工商登记的现有股东，乙方持有目标公司 30% 股权，认缴出资金额为人民币 3,000 万元、实缴出资金额为人民币 1,500 万元。

3. 乙方拟将其认缴目标公司但未实缴的该部分 1,500 万出资权利（对应 15% 股权（“标的股权”））转让给甲方，甲方同意根据本协议约定的条款和条件自乙方处受让该等标的股权（“本次股权转让”），并后续履行对应的出资义务。

4. 丁方 1、丁方 2、丁方 3 均认可本次股权转让，同时放弃优先购买权。

本协议各方本着平等互利的原则，依据《中华人民共和国民法典》《中华人民共和国公司法》及其他有关法律和法规，经友好协商，达成如下协议：

第一条 释义

1.1 除非根据上下文另有特别明确的解释，下列术语和解释在本协议具有如下含义：

| | |
|--------------|---|
| 标的股权： | 指乙方持有的目标公司 15% 的股权，对应目标公司人民币 1,500 万元注册资本（未实缴出资）； |
| 本次交易、本次股权转让： | 指依照本协议之约定，乙方将标的股权转让给甲方； |
| 法律规定： | 在本协议中，除非另有特别说明，包括法律、法规、规章、规范性文件； |
| 工作日： | 指银行通常在中国营业办理正常银行业务的日期（不包括星期六、星期日和法定节假日）； |
| 中国： | 指中华人民共和国，为本协议之目的，不包括中国香港特别行政区、中国澳门特别行政区和中国台湾地区； |

元： 在本协议中，除非另有特别说明，均指中国法定货币人民币元。

- 1.2 本协议标题仅供参考，不影响本协议的诠释。
- 1.3 本协议提及的“人”应包括法人、非法人组织以及合伙组织(无论其是否具有独立法人人格)。
- 1.4 本协议提及的任何文件(包括本协议)包括对这些文件不时的修改、合并、补充、更新和替代。

第二条 股权转让

2.1 本协议签署时目标公司的股权结构

截至本协议签署之日，目标公司的注册资本为人民币 10,000 万元，目标公司的股权结构如下：

| 序号 | 股东名称 | 认缴出资额
(万元) | 实缴出资额
(万元) | 出资比例 | 出资方式 |
|----|------------------------------|---------------|---------------|-------------|------|
| 1. | 淄博金路通
客运服务有
限公司 | 4,000 | 3,000 | 40% | 货币 |
| 2. | 淄博华本燃
气有限公司 | 3,000 | 1,500 | 30% | 货币 |
| 3. | 江苏国富氢
能技术装备
股份有限公
司 | 2,250 | 2,250 | 22.5% | 货币 |
| 4. | 淄博天元化
工有限公司 | 750 | 750 | 7.5% | 货币 |
| 合计 | | 10,000 | 7,500 | 100% | - |

2.2 标的股权

- 2.2.1 本次股权转让的标的股权为乙方持有的目标公司 15%的股权，对应目标公司人民币 1,500 万元注册资本(未实缴出资)。

2.2.2 乙方同意根据本协议约定的条款和条件将标的股权转让给甲方。甲方同意根据本协议约定的条款和条件受让标的股权。

2.2.3 本协议约定之标的股权含标的股权的全部权益，包括与标的股权有关的所有权、利润分配权、表决权、董事提名权(如有)、监事提名权(如有)、资产分配权等目标公司章程和法律规定的公司股东应享有的一切权益。

2.2.4 自本协议签署生效之日为交割日(“交割日”);自交割日起,甲方即持有标的股权全部权益。

2.3 股权转让价款

2.3.1 经各方协商一致同意,本协议项下标的股权的股权转让价款为人民币 0 元整(大写:人民币零元整)(“股权转让价款”)。

2.4 本次股权转让完成后目标公司的股权结构

| 序号 | 股东名称 | 认缴出资额
(万元) | 实缴出资额
(万元) | 出资比例 | 出资方式 |
|----|--------------------------|---------------|---------------|-------------|------|
| 1. | 淄博金路通
客运服务有
限公司 | 4,000 | 3,000 | 40% | 货币 |
| 2. | 淄博华本燃
气有限公司 | 1,500 | 1,500 | 15% | 货币 |
| 3. | 江苏国富氢
能技术装备
股份有限公司 | 2,250 | 2,250 | 22.5% | 货币 |
| 4. | 淄博天元化
工有限公司 | 750 | 750 | 7.5% | 货币 |
| 5. | 苏州晟瑞辰 | 1,500 | 0 | 15% | 货币 |
| 合计 | | 10,000 | 7,500 | 100% | - |

2.5 甲方的出资安排,在标的公司针对本次股权转让完成工商变更之日后的 5 个工作日内,完成对标的公司 1,500 万元的实缴出资。

第三条 陈述、保证与承诺

3.1 各方的陈述与保证

各方中的任何一方在此独立及分别向其他方做出如下陈述与保证，并确保该等陈述与保证在本协议有效期内持续有效并始终真实、准确和完整：

- 3.1.1 其签署本协议、履行本协议项下的一切义务以及完成本协议项下的交易等行为都已获得充分必要的授权；即各方已经过必要的程序获得了内部权力机构有效的授权，且不违反己方公司章程，不违反对各方有约束力的法律或合同方面的限制；
- 3.1.2 本协议一经签署即对其具有法律约束力；
- 3.1.3 本协议的签署和履行不违反其章程或其他组织文件(如涉及)、其作为一方的合同中任何条款或与之相冲突，且不违反任何中国的强制性法律法规规定；
- 3.1.4 积极签署并准备与本次股权转让有关的一切必要文件，互相配合办理本次股权转让的相关变更登记手续。

3.2 目标公司、乙方的进一步陈述、保证与承诺

目标公司、乙方进一步向甲方做出如下陈述与保证，并确保该等陈述与保证在交割日前持续有效：

3.2.1 目标公司有效存续

目标公司为依法设立并有效存续的主体。在成立和变更文件中所详述的目标公司的经营范围符合中国法律的要求。

3.2.2 股本结构

目标公司从未以任何形式、向任何人承诺或实际发行过除上述登记机关登记备案的股东权益之外的任何权益、股份、债券、认股权、期权或性质相同或类似的权益。

3.2.3 无变化

从资产负债表日起至交割日，除非本协议另有规定或由甲方书面认可外，目标公司没有下列行为：

- (1) 免除任何对他人的债权或放弃任何求偿权；

-
- (2) 对任何已有的合同或协议作出不利于目标公司的修改;
 - (3) 将任何目标公司中薪酬待遇最高的 5 个人和董事、总经理等高级管理人员的薪酬水平提高 15%以上、任免以上人员、或对其劳动合同作出修改;
 - (4) 修改目标公司会计核算方法、政策或原则、财务会计规章制度;
 - (5) 雇佣人员政策、规章制度重大变化;
 - (6) 宣布、造成或准备宣布、准备支付、造成任何股息、红利或其他形式的股东分红;

3.2.4 税务

在交割日前,目标公司已经完成所有法律、法规要求的税务登记

3.2.5 资产

目标公司合法拥有和使用其所有的全部固定和无形资产。

第四条 税费及开支

- 4.1 为办理本协议项下股权转让手续所需向税务主管部门缴纳的股权转让所得税(如有)、印花税(如有)、政府部门收取的行政规费(如有)等应由甲乙双方各自依法承担,其他法律法规及目标公司章程未明确承担主体的费用(如有),由目标公司承担。

第五条 违约责任

- 5.1 双方的违约责任
 - 5.1.1 若一方违反、或没有履行其在本协议中的陈述、保证、义务或责任,则该方(“违约方”)即构成违约行为。
 - 5.1.2 除本协议另有约定外,任何一方违反本协议,致使其他方承担任何费用、责任或蒙受任何损失,违约方应赔偿守约方的全部损失,损失范围包括但不限于:守约方受到的直接损失、该等损失产生的利息、因向违约方追偿所产生的律师费、查封费、公证费、保全费、诉讼费/仲裁费、其他开支及守约方预期应获得的合理的商业利益等。

第六条 保密

- 6.1 各方同意对于本协议内容及对方所提供的未公开的信息(“保密信息”)承担严格的保密义务,除因法律规定或任何有管辖权的法院、仲裁机构、证券交易所等国家相关主管部门要求及为本协议项下交易之目的以外,均不得以任何方式向任何第三方(各方为本协议项下交易聘请的中介机构除外,但该等主体应承担同等的保密义务)披露。若根据法律及国家相关主管部门必须透露保密信息,则需要透露保密信息的一方应在透露或提交保密信息之前的合理时间内征求另一方有关保密信息披露和提交的意见。如另一方要求,需要透露保密信息一方应尽可能为所披露或提交的保密信息争取保密待遇。
- 6.2 出现下述情况时,各方对相关信息不负有保密义务:
- 6.2.1 已因合法原因对外披露或进入公知领域;
 - 6.2.2 已因他人过错而对外披露或进入公知领域;
 - 6.2.3 各方一致认为不属于保密范围内的信息;
 - 6.2.4 根据国家法律法规、有关监管部门的规定需向第三方披露相关文件。
- 6.3 各方履行本条规定的保密义务,不得向其他任何一方主张给付金钱或非金钱形式对价。

第七条 法律适用及争议解决

- 7.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖,并依其解释。
- 7.2 各方同意任何由于本协议签订、履行本协议而发生的或与本协议有关的争议,均应通过各方友好协商解决。如果该争议在一方发出要求协商的通知后【30】日内仍未解决,发出通知的一方有权将该争议提交目标公司所在地有管辖权的人民法院。
- 7.3 争议解决的过程中,除争议所涉事项外,各方均应继续履行其在本协议项下的各项义务。

第八条 本协议的生效、补充、修改、变更及解除

- 8.1 本协议经各方法定代表人或授权代表签字并加盖法人公章之日起成立并生效。

8.2 本协议的任何修改、补充必需以书面形式进行。本协议的修改、补充由本协议各方适当签署后方能生效。

8.3 本协议可依据下列情况之一而解除：

8.3.1 经各方一致书面同意；

8.3.2 如果有管辖权的政府部门作出的限制、禁止和废止完成本次交易的永久禁令、法规、规则、规章和命令已属终局的和不可上诉，各方均有权以书面通知方式解除本协议；

8.3.3 甲方按照本协议的约定以书面通知方式单方解除本协议。

第九条 其他条款

9.1 弃权

本协议任何一方没有或没有及时行使其在本协议项下的权利、权力和采取补救措施不能视为弃权，任何单独或部分的行使均不能排除其他的进一步行使，也不能排除其他的或其他任何权利、权力或补救的行使。本协议任何一方对违约方某一违约行为放弃追究不能被认为该方对违约方今后继而发生的违约行为的追究权利的放弃。

9.2 可分割性

本协议项下的各项义务都应该被视为单独的义务而各自具有可强制执行性，当本协议的某一或某些义务不可被执行时，其他义务的可执行性不受影响。本协议对一方不能执行，并不影响本协议对另一方的可执行性。

9.3 文本

本协议以中文书写，正本一式【柒】份，各方各执壹份，其余报有关部门登记备案，每一份具有同等法律效力。

(以下无正文)

(本页无正文，为《关于齐鲁氢能（山东）发展有限公司之股权转让协议》的签署页)

苏州晟瑞辰企业咨询管理合伙企业（有限合伙）（公章）

执行事务合伙人委派代表或授权代表(签名):



(本页无正文，为《关于齐鲁氢能（山东）发展有限公司之股权转让协议》的签署页)

淄博华本燃气有限公司(公章)

法定代表人或授权代表(签名):




孙亮

2024.8.7.

(本页无正文，为《关于齐鲁氢能（山东）发展有限公司之股权转让协议》的签署页)

齐鲁氢能（山东）发展有限公司(公章)

法定代表人或授权代表(签名):



赵荣德

本页无正文，为《关于齐鲁氢能（山东）发展有限公司之股权转让协议》的签署页)



淄博金路通客运服务有限公司(公章)

法定代表人或授权代表(签名):

本页无正文，为《关于齐鲁氢能（山东）发展有限公司之股权转让协议》的签署页)

江苏国富氢能技术装备股份有限公司(公章)

法定代表人或授权代表(签名): _____



姜

本页无正文，为《关于齐鲁氢能（山东）发展有限公司之股权转让协议》的签署页)

淄博天元化工有限公司(公章)



法定代表人或授权代表(签名):

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the legal representative or authorized representative.

关于新疆国富氢能科技服务有限公司之增资协议

本《关于新疆国富氢能科技服务有限公司之增资协议》(“本协议”)由以下各方于2024年9月2日在【乌鲁木齐市】市订立并签署:

甲方(增资方):江苏国富氢能技术装备股份有限公司(“江苏国富”),系一家根据中国法律合法成立并有效存续的股份有限公司,注册地址为张家港市经济开发区国泰北路236号,统一社会信用代码为91320582MA1MMNB95T。

乙方(股东方):乌鲁木齐市隆盛达环保科技有限公司(“隆盛达”),系一家根据中国法律合法成立并有效存续的有限责任公司,注册地址为新疆乌鲁木齐市头屯河区工业园银泉街32号,统一社会信用代码为916501066734107765。

丙方(目标公司):新疆国富氢能科技服务有限公司(“新疆国富”),系一家根据中国法律合法成立并有效存续的有限责任公司,注册地址为新疆乌鲁木齐市米东区康庄西路2469号B-316-17,统一社会信用代码为91650190MAC0K2N26H。

(甲方、乙方、丙方单称为“一方”,合称为“各方”)

鉴于:

1. 目标公司系一家根据中国法律合法成立并有效存续的有限责任公司,成立于2022年9月20日。截至本协议签署之日,其注册资本为人民币2,000万元;经营范围为:燃气汽车加气经营。(依法须经批准的项目,经相关部门批准后方可开展经营活动,具体经营项目以相关部门批准文件或许可证件为准)一般项目:站用加氢及储氢设施销售;装卸搬运;停车场服务;劳务服务(不含劳务派遣);电气设备销售;特种设备销售。(除依法须经批准的项目外,凭营业执照依法自主开展经营活动)。

2. 截至本协议签署之日,甲方持有目标公司90%股权,认缴出资金额为人民币1,800万元、实缴出资金额为人民币1,800万元;乙方持有目标公司10%股权,认缴出资金额为人民币200万元、实缴出资金额为人民币200万元。

3. 甲方拟增资1542.86万元,按《联合中和(2023)BJC第079号》投资价值咨询分析报告以及2023年9月20日签署的《关于新疆国富氢能科技服务有限公司之股权转让协议》,新疆国富每股价值1.02857元。

本协议各方本着平等互利的原则,依据《中华人民共和国民法典》《中华人民共和国公司法》及其他有关法律和法规,经友好协商,达成如下协议:

第一条 释义

1.1 除非根据上下文另有特别明确的解释，下列术语和解释在本协议具有如下含义：

本次交易、本次股权增资：指依照本协议之约定，甲方增资目标公司；

重大：除非本协议中另有条款说明，对于资产相关事项，以单笔对目标公司净利润影响超过或可能超过【5】万元为标准；对于诉讼、仲裁等事项，以诉讼、仲裁等事项的结果不利于或可能不利于目标公司且目标公司应承担或可能需要承担的赔偿单笔或累计金额超过或可能导致【5】万元为标准；

法律规定：在本协议中，除非另有特别说明，包括法律、法规、规章、规范性文件；

工作日：指银行通常在中国营业办理正常银行业务的日期(不包括星期六、星期日和法定节假日)；

中国：指中华人民共和国，为本协议之目的，不包括香港特别行政区、澳门特别行政区和台湾地区；

元：在本协议中，除非另有特别说明，均指中国法定货币人民币元。

1.2 本协议标题仅供参考，不影响本协议的诠释。

1.3 本协议提及的“人”应包括法人、非法人组织以及合伙组织(无论其是否具有独立法人人格)。

1.4 本协议提及的任何文件(包括本协议)包括对这些文件不时的修改、合并、补充、更新和替代。

第二条 股权增资

2.1 本协议签署时目标公司的股权结构

截至本协议签署之日，目标公司的注册资本为人民币 2,000 万元，目标公司的股权结构如下：

| 序号 | 股东名称 | 认缴出资额
(万元) | 实缴出资额
(万元) | 出资比例 | 出资方式 |
|----|------|-----------------|-----------------|----------------|------|
| 1. | 江苏国富 | 1,800.00 | 1,800.00 | 90.00% | 货币 |
| 2. | 隆盛达 | 200.00 | 200.00 | 10.00% | 货币 |
| | 合计 | 2,000.00 | 2,000.00 | 100.00% | - |

2.2 本次股权增资完成后目标公司的股权结构

| 序号 | 股东名称 | 认缴出资额
(万元) | 实缴出资额
(万元) | 出资比例 | 出资方式 |
|----|------|-----------------|-----------------|----------------|------|
| 1. | 江苏国富 | 3,300.00 | 1,800.00 | 94.29% | 货币 |
| 2. | 隆盛达 | 200.00 | 200.00 | 5.71% | 货币 |
| | 合计 | 3,500.00 | 2,000.00 | 100.00% | - |

第三条 陈述、保证与承诺

3.1 各方的陈述与保证

各方中的任何一方在此独立及分别向其他方做出如下陈述与保证，并确保该等陈述与保证在本协议有效期内持续有效并始终真实、准确和完整：

3.1.1 其签署本协议、履行本协议项下的一切义务以及完成本协议项下的交易等行为都已获得充分必要的授权；即各方已经过必要的程序获得了内部权力机构有效的授权，且不违反己方公司章程，不违反对各方有约束力的法律或合同方面的限制；

3.1.2 本协议一经签署即对其具有法律约束力；

3.1.3 本协议的签署和履行不违反其章程或其他组织文件(如涉及)、其作为一方的合同中任何条款或与之相冲突，且不违反任何中国的

强制性法律法规规定；

3.1.4 积极签署并准备与本次增资有关的一切必要文件，互相配合办理本次增资的相关变更登记手续。

3.2 目标公司、甲乙双方方的进一步陈述、保证与承诺

目标公司、甲乙双方做出如下陈述与保证，并确保该等陈述与保证在目标公司完成工商变更手续前持续有效：

3.2.1 目标公司有效存续

目标公司为依法设立并有效存续的主体。目标公司的注册资本已经依据其公司章程，批准文件，批准证明和营业执照(“成立和变更文件”)中付款时间表的规定充分缴纳，符合中国法律要求，没有未缴纳、迟延履行、虚报或抽逃注册资本的情况，目标公司历次的股权变更亦符合中国法律要求。所有的成立和变更文件业已合法有效地获得批准或登记(如要求)，并且依据中国法律，都是有效，具有可执行力的。在成立和变更文件中所详述的目标公司的经营范围符合中国法律的要求。目标公司严格按照成立和变更文件所规定的经营范围和法律的规定开展经营活动。目标公司所有开展经营活动所需要的在中国法律规定下的证照、批准、许可都已经依法申请并获得；并且所有的这些许可都是有效存续的。目标公司已通过有关的政府授权机关对目标公司的证照许可的年检(如有)。

3.2.2 财务报告

目标公司向甲乙双方提供的截至【2024】年【6】月【30】日(“资产负债表”)的财务报表(未经审计)真实、完整和准确的反映了目标公司在相关期间或相关基准日的经营状况和财务状况。目标公司的所有审计账目及管理账目均根据中国有关法律的财务、会计制度并结合目标公司的具体情况而制定及真实和公平地反映目标公司在有关账目日期的财务及经营状况；目标公司之财务记录和资料完全符合中国法律和法规的要求以及符合中国标准会计准则。

3.2.3 股本结构

在工商管理部门登记备案的公司章程及章程修正案中所载的目标公司注册资本权益结构准确、完整地反映了本协议签署时目标公司的股本结构。目标公司从未以任何形式、向任何人承诺或实际发行过除上述登记机关登记备案的股东权益之外的任何权益、股份、债券、认股权、期权或性质相同或类似的权益。

3.2.4 无变化

从资产负债表日起至交割日,除非本协议另有规定或由甲乙双方书面认可外,目标公司没有下列行为:

- (1) 提前偿还债务;
- (2) 向其他人提供保证担保、为其财产设定抵押、出质及其他担保权;
- (3) 免除任何对他人的债权或放弃任何求偿权;
- (4) 对任何已有的合同或协议作出不利于目标公司的修改;
- (5) 向任何管理人员、董事、雇员、销售代表、代理人或顾问发放奖金或者增加其他任何形式的收入(正常经营范围内的除外);将任何目标公司中薪酬待遇最高的5个人和董事、总经理等高级管理人员的薪酬水平提高15%以上、任免以上人员、或对其劳动合同作出修改;
- (6) 遭受任何损失(不论是否保险),或发生任何与供应商、客户或雇员的关系变化,该损失或变化将导致对目标公司的重大不利影响;
- (7) 修改目标公司会计核算方法、政策或原则、财务会计规章制度;
- (8) 转让或许可他人使用目标公司的知识产权;
- (9) 任何销售惯例或核算方法的重大变化、雇佣人员政策、规章制度重大变化;
- (10) 目标公司的财务状况发生重大不利变化;发生了目标公司常规业务以外的重大交易并产生重大责任(此处“重大交易”和“重大责任”中的“重大”指对目标公司的正常业务经营、资产负债、持续盈利能力及有效存续会产生不利影响);
- (11) 产生任何有别于股东年度会议上讨论的常规事宜的任何股东会决议或董事会决议,但是为履行本协议而形成的决议除外;
- (12) 宣布、已经支付、造成或准备宣布、准备支付、造成任何股息、红利或其他形式的股东分红;
- (13) 超出正常业务范围的资产售卖、抵押、质押、租赁、转移和

其他处置：除常规业务外处理任何固定资产或同意固定资产被处理或收购，放弃对任何目标公司资产的掌管，产生任何导致固定资产支出的合同；超出正常业务范围的任何开支或者购买任何有形或者无形资产(包括对任何公司进行股权投资)；

(14)任何不属于目标公司常规业务经营的重大交易或行为；

(15)对外借款或发生其他人民币【2】万元以上的非经营性负债；

(16)应收款/其他应收款、应付款/其他应付款等债权债务发生重大变化；

(17)任何可能导致上述情形发生的作为或不作为。

3.2.5 税务

在交割日前，目标公司已经完成所有法律、法规要求的税务登记，已经交纳全部应缴税款，且无需缴付任何与该税款有关的罚款、附加费、罚金或利息。目标公司没有任何税务违法、违规的行为，没有涉及任何与税费有关的纠纷和诉讼。目标公司已经向任何提出要求的税务部门提交了所要求的信息。截止本协议签署之日不存在目标公司与税务部门之间涉及目标公司税务责任或潜在税务责任或税务优惠的纠纷。目标公司保持有用以正常记税和缴税的财务资料和相关政府部门批准税务优惠的充分资料。

3.2.6 资产

目标公司合法拥有和使用其所有的全部固定和无形资产。

3.2.7 关联交易

目标公司没有任何不公允的关联交易，目标公司与各方股东及其关联方之间不存在不公允的应付或应收股东款项问题。

目标公司已将目标公司部分现行有效的与原件相符的重大协议或合同的复印件提供给甲乙双方，且目标公司保证目标公司全部现行有效的合同均是合法有效和可以依法执行的，且全部现行有效的合同均适当履行，不存在目标公司或其他任一交易方违约的情形。

对于任何下述合同、协议或文件，目标公司不是该等合同、协议或文件的一方，或受任一合同、协议或其他文件的约束：

-
- (1) 不是在正常的经营过程中形成的合同、协议或文件；
 - (2) 不是完全基于公平基础形成的合同、协议或文件；
 - (3) 致使目标公司亏损或者损害目标公司利益的合同、协议或文件；
 - (4) 投入适当的精力与支出仍然无法完成的合同、协议或文件；
 - (5) 限制目标公司从事经营的合同、协议或文件；
 - (6) 影响或将受本协议项下交易影响应向甲乙双方披露但未披露的合同、协议或文件。

不存在目标公司违反以目标公司为一方或者对目标公司有约束力的合同、协议或文件下的条款或义务的情形。

3.2.8 知识产权

目标公司拥有从事与过去及目前业务和营业活动所需的全部知识产权(包括但不限于专利、商标、著作权、专有技术、域名及商业秘密等)的合法所有权或使用权,目标公司任何涉及他人知识产权的业务经营活动所涉及的知识产权都已取得必要的授权或许可。目标公司没有任何侵犯他人知识产权、商业秘密、专有信息或其他类似权利,不存在未决的或可能发生的要求目标公司对侵犯任何第三方的知识产权、商业秘密、专有信息或其他类似权利进行索赔的主张、争议或诉讼程序。目标公司所拥有的商标、专利、软件著作权和域名都已依法正式注册、备案或登记。

3.2.9 资质证书

目标公司拥有从事与过去及目前业务和营业活动所需的全部资质证书的合法所有权,且持续有效。目标公司没有任何无证经营、违法经营的历史情况,且不存在可预见的可能导致目标公司无证经营、违法经营的情况发生。

3.2.10 投资项目

目标公司投资项目已根据法律法规的规定取得现阶段应当履行的相应的登记、备案手续并取得投资备案证明等相关资质证书,该等投资项目不存在因违反法律法规规定或主管部门要求而无效、取消等情形。

3.2.11 环境、健康和安

自目标公司设立之日起至本次增资工商变更登记完成前，目标公司一贯遵守有关其业务经营的所有环保法律法规、不存在任何违反该等法律法规的行为。目标公司已经获得其经营所需、完全有效的所有环保许可，其中包含的全部条件和限制均得以始终遵守。目标公司已经取得目前计划的业务扩展所必需的所有完全有效的环保许可，其中包含的全部条件和限制均得以始终遵守。目标公司没有(且未曾)违反有关防火、公共健康、污染、排污和污水处理的任何适用的法定要求。目标公司不存在被提起、预期或可能被提起任何主张其违反环保许可的主张、程序(无论是民事、刑事、或行政的)或控诉，也未曾收到任何往来文书声明有关批准可能被修改、中止或撤销，且不存在可能导致任何环保许可被取消、变更、撤回、中止或撤销的情况或条件。目标公司不存在由任何监管部门或任何第三方(包括任何员工)提起、预期或可能提起的有关目标公司在任何环保法律法规中的责任或危险品的诉求、程序(无论是民事、刑事或行政的)或控诉，且甲乙双方和目标公司未获知可能导致该等主张程序或控诉的任何情况。不存在任何危险物品曾经或正在被目标公司、或代表目标公司的一方向周围溢出、过滤、释放、散发、泄露或处理。目标公司在任何环保法律法规下没有任何实际或或有的责任，且不存在引起或可能引起目标公司对其现在或过去拥有、占有或使用的任何财产进行修缮、维修、复原或清除责任的情形。不存在针对目标公司或其任何管理人员或员工提起或可能提起的、有关损害员工、承包商或任何其他个人健康或安全的事故、伤害、疾病或其他损害的主张、调查或程序，且不存在可能导致任何该等主张、调查或程序的事实或情形。

3.2.12 诉讼

自目标公司设立之日起至本次增资工商变更登记完成前，不存在可能对目标公司带来重大不利影响，或者消极影响本协议的订立、效力以及本协议下交易的下列情形，无论是已经完成的、未决的或是可能发生的：

- (1) 政府部门对目标公司的处罚、禁令或指令；
- (2) 针对目标公司的民事、刑事、行政诉讼，仲裁等其他程序或争议

3.2.13 遵守法规

目标公司目前经营的业务符合现行有效的法律、法规、规定和其他国家有关行政管理机关颁布的管理规定，并且没有违反任何法律、法规和规定，以致对目标公司经营的业务或资产构成重大不利影响。

3.2.14 雇员

目标公司在劳动用工方面遵守以下约定：

- (1) 目标公司雇佣员工应遵守对其适用的相关劳动法律法规；
- (2) 目标公司不存在任何其已知或应知的潜在的劳动争议或者纠纷；
- (3) 目标公司没有任何应付而未付的有关解除劳动关系的经济补偿金或其他与雇佣关系有关的类似补偿或赔偿费用的支付义务；
- (4) 目标公司将按照相关法律法规规定为员工缴纳社会保险和住房公积金，就社会保险费和住房公积金费用缴纳情况不存在现存或其已知或应知的潜在的争议；
- (5) 除《中华人民共和国劳动法》及其相关规定要求的职工福利、社会及养老保障和解除劳动合同经济补偿外，目标公司未向员工提供或承诺提供任何其他的在职、离职、解雇、退休或养老福利、保障或补偿。

3.2.15 竞业限制

甲乙双方增资目标公司及持续为目标公司服务不违反其作为一方的合同、协议，目前不存在尚在有效期内的竞业限制/禁止协议。

3.2.16 信息披露

目标公司、甲乙双方在本协议签署之前和之后提供的所有文件、资料和信息均是真实、准确、无遗漏和无误导的。

自本协议签署之日起至本次增资工商变更登记之日止，目标公司有义务就在该期间内新发生的关于本第 3.2 条所述之陈述与保证相关的内容向甲乙双方进行持续性披露。

3.2.17 其他

- (1) 包括账册、股权变化记录、财务报表及所有其他目标公司记录在内的全部文件皆按法律要求和商业常规保管并完全由目标公司掌握，与目标公司业务相关的主要交易皆准确、规范的记录在案；
- (2) 包括股东会决议、管理层会议记录、执行董事决议、目标公

司股东名册在内的目标公司的文件一直被妥善保管并完整、准确地记录着应记录于此类文件的事宜；

- (3) 自资产负债表日以来(i)除目标公司日常经营行为外,没有触发目标公司债务提前到期的事件发生;(ii)没有任何目标公司财产被处理或脱离目标公司的掌管、目标公司没有签署任何导致目标公司产生非日常财务支出的协议,亦未产生任何此类责任;

第四条 交割后承诺事项

4.1 甲乙双方承诺事项

在交割日后,甲乙双方应当尽合理努力协助目标公司完成本协议第 4.2.1 条、第 4.2.2 条约定的事项。

4.2 目标公司承诺事项

在交割日后,除非取得甲乙双方的另行书面豁免,目标公司应按照本协议的约定及时完成如下承诺事项:

- 4.2.1 在交割日后【150】个工作日内,目标公司应完成本次增资的工商变更登记及备案手续,完成本协议附件公司章程的备案,并取得目标公司新营业执照;
- 4.2.2 继续履行和遵守本协议要求其履行或遵守的所有约定和承诺,不得以任何作为或不作为的方式违反本协议项下的任何陈述、保证和承诺;

第五条 税费及开支

- 5.1 为办理本协议项下增资手续所需向税务主管部门缴纳的印花税(如有)、政府部门收取的行政规费(如有)等应由甲乙双方各自依法承担,其他法律法规及目标公司章程未明确承担主体的费用(如有),由目标公司承担。

第六条 违约责任

- 6.1 若一方违反、或没有履行其在本协议中的陈述、保证、义务或责任,则该方(“违约方”)即构成违约行为。
- 6.2 除本协议另有约定外,任何一方违反本协议,致使其他方承担任何费用、责任或蒙受任何损失,违约方应赔偿守约方的全部损失,损失范围包括但不限于:守约方受到的直接损失、该等损失产生的利息、因向违约方追偿所产生的律师费、查封费、公证费、保全费、诉讼费/仲裁费、其他开支

及守约方预期应获得的合理的商业利益等。

- 6.3 非因归咎于协议一方的原因导致本协议项下义务的履行延期的,该方履行义务的期限应相应顺延。

第七条 保密

- 7.1 各方同意对于本协议内容及对方所提供的未公开的信息(“保密信息”)承担严格的保密义务,除因法律规定或任何有管辖权的法院、仲裁机构、证券交易所等国家相关主管部门要求及为本协议项下交易之目的以外,均不得以任何方式向任何第三方(各方为本协议项下交易聘请的中介机构除外,但该等主体应承担同等的保密义务)披露。若根据法律及国家相关主管部门必须透露保密信息,则需要透露保密信息的一方应在透露或提交保密信息之前的合理时间内征求另一方有关保密信息披露和提交的意见。如另一方要求,需要透露保密信息一方应尽可能为所披露或提交的保密信息争取保密待遇。
- 7.2 出现下述情况时,各方对相关信息不负有保密义务:
- 7.2.1 已因合法原因对外披露或进入公知领域;
- 7.2.2 已因他人过错而对外披露或进入公知领域;
- 7.2.3 各方一致认为不属于保密范围内的信息;
- 7.2.4 根据国家法律法规、有关监管部门的规定需向第三方披露相关文件。
- 7.3 各方履行本条规定的保密义务,不得向其他任何一方主张给付金钱或非金钱形式对价。

第八条 通知

- 8.1 本协议项下发出的所有通知、要求或其他通讯均应为书面形式,并递送或寄至有关方的下列地址或发送至有关方的下列电子邮件地址(或收件人提前7天向另一方发出书面通知说明的其他地址)。

| | | |
|----|-------------------------|----------|
| 甲方 | 地址: | |
| | 电话:【 】 | 电子邮件:【 】 |
| 乙方 | 地址:新疆乌鲁木齐市头屯河区工业园银泉街32号 | |

| | | |
|----|--------|----------|
| | 电话:【 】 | 电子邮件:【 】 |
| 丙方 | 地址: | |
| | 电话:【 】 | 电子邮件:【 】 |

8.2 根据本协议第 8.1 条的规定发出或送达的各份通知、要求或其他通讯,在以下情况下视为已发出或送达:

8.2.1 如果交快递公司递送或交专人递送,在有关通知、要求或通讯送至有关的上述地址时视为已送达;

8.2.2 如果经电子邮件发送,在有关通知、要求或通讯的电子邮件发送成功二十四(24)小时后视为已送达。

第九条 法律适用及争议解决

9.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖,并依其解释。

9.2 各方同意任何由于本协议签订、履行本协议而发生的或与本协议有关的争议,均应通过各方友好协商解决。如果该争议在一方发出要求协商的通知后【30】日内仍未解决,发出通知的一方有权将争议提交目标公司所在地有管辖权的人民法院。

9.3 争议解决的过程中,除争议所涉事项外,各方均应继续履行其在本协议项下的各项义务。

第十条 本协议的生效、补充、修改、变更及解除

10.1 本协议经各方法定代表人或授权代表签字并加盖法人公章之日起成立并生效。

10.2 本协议的任何修改、补充必需以书面形式进行。本协议的修改、补充由本协议各方适当签署后方能生效。

10.3 本协议可依据下列情况之一而解除:

10.3.1 经各方一致书面同意;

10.3.2 如果有管辖权的政府部门作出的限制、禁止和废止完成本次交易的永久禁令、法规、规则、规章和命令已属终局的和不可上诉,各方均有权以书面通知方式解除本协议;

10.3.3 甲乙双方一致通过按照本协议的约定以书面通知方式解除本协议。

第十一条 其他条款

11.1 转让

未经其他各方书面同意，任意一方不得赠与或转让其在本协议项下的任何权利和义务；但任意一方有权将其本协议项下的全部或部分权利、权益和义务让与和转让给其控制的主体、控制其的主体、受同一方控制的主体，本协议其他方同意配合签署必要的文件。

11.2 弃权

本协议任何一方没有或没有及时行使其在本协议项下的权利、权力和采取补救措施不能视为弃权，任何单独或部分的行使均不能排除其他的进一步行使，也不能排除其他的或其他任何权利、权力或补救的行使。本协议任何一方对违约方某一违约行为放弃追究不能被认为该方对违约方今后继而发生的违约行为的追究权利的放弃。

11.3 可分割性

本协议项下的各项义务都应该被视为单独的义务而各自具有可强制执行性，当本协议的某一或某些义务不可被执行时，其他义务的可执行性不受影响。本协议对一方不能执行，并不影响本协议对另一方的可执行性。

11.4 文本

本协议以中文书写，正本一式【叁】份，各方各执壹份，其余报有关部门登记备案，每一份具有同等法律效力，但所有正本合在一起应被视为一份完整的文件。

11.5 其他

各方确认，为本次增资的工商登记之目的，可以根据工商登记机关的要求另行签署必要的文件资料(包括但不限于公司章程、股东会决议、增资协议等，以下统称为“工商登记之文件资料”)，但各方同意及确认该等工商登记之文件资料仅以用于本次增资的工商登记之用，各方在本次增资中的各项权利义务关系不因此发生改变，仍以本协议约定为准；同时，各方进一步确认，任何一方不得以工商登记之文件资料与本协议不同或以工商登记之文件资料为准为由不履行本协议。

(以下无正文)

(本页无正文，为《关于新疆国富氢能科技服务有限公司之增资协议》的签署页)

江苏国富氢能技术装备股份有限公司(公章)

法定代表人或授权代表(签名):

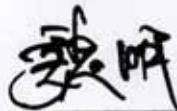


鄧品芳

(本页无正文，为《关于新疆国富氢能科技服务有限公司之增资协议》的签署页)

乌鲁木齐市隆盛达环保科技有限公司(公章)

法定代表人或授权代表(签名):

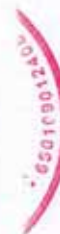




(本页无正文，为《关于新疆国富氢能科技服务有限公司之增资协议》的签署页)

新疆国富氢能科技服务有限公司(公章)

法定代表人或授权代表(签名):



基石投资协议

2024年11月5日

江苏国富氢能技术装备股份有限公司

及

嘉兴智芯氢装股权投资合伙企业（有限合伙）

及

海通国际资本有限公司

及

中信證券（香港）有限公司

及

海通国际证券有限公司

及

中信里昂證券有限公司

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本协议（本“协议”）由以下各方于 2024 年 11 月 5 日订立

各方：

- (1) 江苏国富氢能技术装备股份有限公司，一家在中华人民共和国成立的股份有限公司，注册地址为中国江苏省张家港市国泰北路 236 号（“公司”）；
- (2) 嘉兴智芯氢装股权投资合伙企业（有限合伙），一家在中华人民共和国成立的有限合伙企业，注册地址为浙江省嘉兴市南湖区东栅街道南江路 1856 号基金小镇 1 号楼 206 室-63（“投资者”）；
- (3) 海通国际资本有限公司，一家在香港成立的有限公司，地址位于香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室（“海通资本”）；
- (4) 中信證券（香港）有限公司，一家在香港成立的有限公司，地址位于香港金钟道 88 号太古广场一期 18 楼（“中信證券香港”，其与海通资本统称为“联席保荐人”，单独称为一名“联席保荐人”）；
- (5) 海通国际证券有限公司，一家在香港成立的有限公司，地址位于香港德辅道中 189 号李宝椿大厦 22 楼（“海通证券”）；及
- (6) 中信里昂證券有限公司，一家在香港成立的有限公司，地址位于香港金钟道 88 号太古广场一期 18 楼（“中信里昂”，其与海通证券统称为“保荐人兼整体协调人”，单独称为一名“保荐人兼整体协调人”）。

鉴于：

- (A). 公司已提交透过全球发售方式将其 H 股股份（定义见下文）在联交所（定义见下文）上市的申请（“全球发售”）。全球发售将包括：
 - (i). 向香港公众初步发售 600,000 股 H 股股份（定义见下文）供认购（“香港公开发售”），及
 - (ii). 依赖美国证券法（定义见下文）项下的《S规例》在美国境外以有条件配售方式向投资者（包括向香港的专业投资者和机构投资者）初步发售 5,400,000 股 H 股股份（“国际配售”）。
- (B). 海通资本及中信證券香港为全球发售的联席保荐人；海通证券及中信里昂为全球发售的保荐人兼整体协调人及资本市场中介人。
- (C). 投资者希望通过其在中国香港设立之全资附属公司（“该全资附属公司”）在本协议所载条件和条款的规限下并根据本协议所载条款和条件认购投资者股份（定义见下文），作为国际配售的一部分。附表 2 载有投资者及该全资附属公司的描述。

- (D). 投资者是以该全资附属公司唯一股东的身份，代表该全资附属公司作为本协议的缔约方签署和交付本协议，而该全资附属公司亦确认将成为持有投资者股份（定义见下文）的一方。

各方协议如下：

1. 定义及解释

- 1.1. 在本协议（包括其附表及前言）中，除非另有约定，下列词汇和用语具有以下含义：

“**联属公司**”就特定个人或实体而言，除文意另有所指外，是指直接地或通过一个或多个中间实体间接地控制该个人或实体的，或者被该个人或实体控制的或与其该个人或实体共同受第三方控制的任何个人或实体。就本定义而言，“控制”（包括英文文本中“控制”一词的其他形态和“共同受控制”）意指直接或间接地拥有指导或引导某一人士管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指相等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(f) 条所赋予的含义；

“**联系人/紧密联系人**”应具有上市规则所赋予的含义，而“各联系人/各紧密联系人”应据此予以相应解释；

“**佣金**”指根据费用规则（定义见上市规则）第 7(1) 段规定按总投资额的 1% 计算得出的佣金；

“**营业日**”指香港持牌银行一般对外正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日或香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统；

“**交割**”指根据本协议的条款和条件进行投资者股份认购交易的交割；

“**公司章程**”指《公司章程》（香港法例第 622 章），经不时修订、补充或以其他方式修改；

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

“**关连人士/核心关连人士**”应具有上市规则所赋予的含义，而“各关连人士/各核心关连人士”亦须据此解释；

“**关联关系**”应具有中国证监会备案规则所赋予的含义；

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

“**控股股东**”，除文意另有所指外，须具有上市规则赋予该词的含义，而“**各控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其指引；

“**处置**”就任何相关股份而言，包括直接或间接地：

- (i). 要约出售、质押、抵押、出售、按揭、出借、设立、转让、让与或以其他方式处置在相关股份中的或在可转换成、可行权以取得或可交换成该等相关股份的任何其他证券中的任何法律上权益或实益权益（其方式包括设立或同意设立任何关于前述证券购买、认购、出借或以其他方式转让或处置的期权或合约，或者出售或授予或同意出售或授予任何关于前述证券购买、认购、出借或以其他方式转让或处置的期权或合约或权证或相关权利，或者购买或同意购买任何关于出售前述证券的期权、合约、权证或权利，或对其设置任何抵押或同意对其设置任何抵押）（不论是直接还是间接，也不论是有条件或无条件），或者在该等相关股份中或可转换成、可行权以取得或可交换成该等相关股份的任何其他证券或代表有权获得该等相关股份或其中任何权益的任何其他证券中的任何法律上权益或实益权益之上设立任何性质的第三方权利，或者订立合约以便这样做（不论是直接还是间接，也不论是有条件或无条件）；或
- (ii). 订立任何交易或其他协议约定将该等相关股份或该等其他证券的所有权或在其中的任何权益，或将该等所有权或权益的任何经济后果或其所附带的任何经济后果，部分或全部转让他人；或
- (iii). 直接或间接地订立与上述第(i)段和第(ii)段中任何一项交易具有相同经济效果的任何其他交易；或
- (iv). 同意或缔约或公开宣布或披露有意订立上述第(i)至(iii)段中任何一项交易，就每一情形而言，无论上述第(i)至(iii)段中的任何一项交易是否将以交付相关股份或可转换为或可行权以取得或可交换为相关股份的其他证券的方式结算，还是以现金或其他方式结算；

“**FINI**”应具有上市规则所赋予的含义；

“**全球发售**”具有鉴于条款(A)所赋予的含义；

“**政府机构**”是指任何政府、监管或行政部门的委员会、理事会、机构、机关或代理机构，或者任何证券交易所、自律组织或其他非政府监管机构，或者任何法院、

司法机关、仲裁庭或仲裁员，就每一情形而言，不论是国家、中央、联邦、省、州、地区、市、地方级别的，也不论是国内、国外的还是超国家性质的（包括但不限于联交所、香港证监会和中国证监会）；

“**集团**”指公司及其附属公司；

“**H 股股份**”指公司股本中面值为人民币 1.00 元并将以港元认购及交易且拟在联交所上市的境外上市的外资普通股；

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有鉴于条款(A)所赋予的含义；

“**国际发售通函**”指公司将向有意向的投资人（包括投资者）发出的与国际配售有关的最终发售通函；

“**国际配售**”具有鉴于条款(A)所赋予的含义；

“**投资者相关信息**”具有第 6.2(h)条所赋予的含义；

“**投资者股份**”指投资者（通过该全资附属公司）根据本协议条款及条件，按照附表 1 进行计算，并由公司及保荐人兼整体协调人确定的，于国际配售中供认购的 H 股股份数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括联交所、香港证监会和中国证监会）的所有法律、成文法规、立法、条例、规则、法例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”，就总投资额而言，指费率为 0.0027%（或上市日期所采用的交易征费率）的香港证监会交易征费、费率为 0.00565%（或上市日期所采用的交易费率）的联交所交易费及费率为 0.00015%（或上市日期所采用的交易费率）的会财局交易征费；

“**上市日期**”指 H 股股份首次在联交所主板上市的日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所的上市决策、指引及其他规定（不时修订、补充或以其他方式修改的版本）；

“**禁售期**”具有第 5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股股份的每股 H 股股份的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“**各方**”指名列于本协议的各方；“**一方**”指他们其中任何一个（如文意所指）；

“**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地区；

“**初步发售通函**”指公司将向有意向的投资人（包括投资者）发出的与国际配售有关的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有证券及期货条例附表 1 第 1 部所赋予的含义；

“**招股章程**”指公司将就香港公开发售在香港刊行的最终版招股章程；

“**公开文件**”指公司为国际配售将刊发的初步发售通函和国际发售通函，为香港公开发售将在香港刊发的招股章程，正式通告，以及公司就全球发售可能发出的其他有关文件和公告（上述各项均可经不时修改或补充）；

“**监管机构**”具有第 6.2(h)条所赋予的含义；

“**相关股份**”指投资者（通过该全资附属公司）根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式资本重组（不论该等交易是以现金或其他方式结算）从投资者股份衍生出来的公司任何股份或其它证券或权益；

“**美国证券法**”指经修订的美国 1933 年证券法；

“**香港证监会**”指香港证券及期货事务监察委员会；

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

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所赋予的含义；

“**美国**”指美利坚合众国及其属地、领地、美国任何州以及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有美国证券法项下《S 规例》所赋予的含义。

1.2. 在本协议中，除文意另有所指外：

(a) 凡提及“**条**”、“**款**”或“**附表**”时，均指本协议中的条或附表；

(b) 索引、条款和附表标题仅为方便阅读起见，不得影响对本协议的理解或解释；

- (c) 前言及附表构成本协议不可分割的组成部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议时，应包含前言及附表；
- (d) 某词语单数形式，其含义应包括该词语的复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件时，应包括本协议或其他文件的任何修订或替换；
- (f) 提及成文法、成文法条款、法规或规则时，均应包括已提及：
 - (i). 不时被任何成文法或成文法条款合并、修订、补充、修改、重订或替代后的成文法、条款、法规或规则；
 - (ii). 任何经其重订（不论是否修改）且已被废止的成文法、成文法规定、法规或规则；及
 - (iii). 其项下的任何附属立法；
- (g) 凡提及时间及日期时，除非另有指明，均分别指香港时间及日期；
- (h) 凡提及“**人士**”时，包括提及自然人、企业、公司、法人团体、非法人组织或机构、政府、国家或国家机构、合营、联营或合伙（不论是否具有独立的法人地位）；
- (i) 对“**包括**”及“**包含**”的提及，应分别解释为包括但不限于及包含但不限于；及
- (j) 凡提及有关香港以外任何司法管辖区的任何诉讼、补救、方法或司法程序、法律文件法律地位、法院、官员或任何法律概念或事物的法律术语时，均应视为包含该司法管辖区内含义与相关香港法律术语最为接近的术语。

2. 投资

2.1 受限于第3条所述的条件获得满足（或由各方豁免，惟第3.1(a)条、第3.1(b)条、第3.1(c)条与第3.1(d)条所列的条件不得豁免，并且第3.1(e)条项下条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免）及本协议的其他条款及条件：

- (a) 投资者将按照国际配售并作为国际配售一部分，通过保荐人兼整体协调人及/或其联属公司（作为国际配售相关部分的国际承销商的国际代表）按发售价认购投资者股份，且公司将按发售价发行、配发及发售，且保荐人兼整体协调人将按发售价配发及/或交付（视情况而定）或安排配发及/或交付（视情况而定）投资者股份予投资者；及
- (b) 投资者将根据第4.3条规定支付有关投资者股份的总投资额、佣金及征费。

2.2 投资者可通过以不迟于上市日期前三（3）个营业日书面通知公司、联席保荐人及保荐人兼整体协调人的方式选择通过作为专业投资者的其全资附属公司认购投资者股份，该全资附属公司属(i)非美国人士；(ii)位于美国境外；及(iii)根据美国证券法《S 规例》，在离岸交易中收购投资者股份，但前提是：

- (a) 投资者应当促使该全资附属公司于同日向公司、联席保荐人及保荐人兼整体协调人提供书面确认函称其同意遵守投资者在本协议中所作出的相同约定、声明、保证、承诺、认可和确认，并且投资者在本协议中所作出的该等约定、声明、保证、承诺、认可和确认将被视为由投资者为其自身及代表该全资附属公司所作出；及
- (b) 投资者无条件及不可撤销地向公司、联席保荐人及保荐人兼整体协调人保证该全资附属公司将妥善且准时履行并遵守其在本协议项下所应遵守的所有的约定、义务、承诺、保证、声明、赔偿、同意、认可、确认及契约。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，即一经要求有义务向公司、联席保荐人或保荐人兼整体协调人支付该全资附属公司在本协议项下任何应付款项，以及一经要求有义务及时履行该全资附属公司在本协议项下的任何义务，而无需要求公司、联席保荐人或保荐人兼整体协调人先针对该全资附属公司或任何其他人士采取措施。除非本协议另有规定，“投资者”一词在本协议中视为包含该全资附属公司。

2.3 公司及整体协调人（就其自身并代表资本市场中介人及全球发售的承销商）将按照其约定的方式确定发售价。投资者股份的具体数量将由公司及保荐人兼整体协调人依照附表1规定进行最终确定，且除明显错误外，该等决定对投资者将是终局的和具有约束力的。

3. 交割条件

3.1 投资者根据本协议第2.1条认购投资者股份的义务，以及公司和保荐人兼整体协调人根据第2.1条发行、配发、配售、配发及/或交付（视乎情况而定），或促使发行、配发、配售、配发及/或交付（视乎情况而定）投资者股份的义务，受限于以下各项条件于交割时或之前获得满足或由各方豁免（惟第3.1(a)条、第3.1(b)条、第3.1(c)条和第3.1(d)条所列的条件不得豁免，且第3.1(e)条项下的条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免）：

- (a) 香港公开发售和国际配售的承销协议经已订立并在不迟于该等承销协议指明的时间和日期之前生效并成为无条件（根据其各自的原定条款或其后由该等协议的各方商定的豁免或修订），且上述承销协议没有被终止；
- (b) 发售价已经由公司及整体协调人根据订立的定价协议商定一致，定价协议预期将由公司与整体协调人（就其自身并代表全球发售承销商）订立，以记录对最终发售价的共识；

- (c) 联交所上市委员会已经批准H股股份（包括投资者股份）上市和买卖，及其他适用的豁免申请及许可，及该等批准、同意或豁免并未在H股股份于联交所上市交易前被撤销；
- (d) 无任何政府机构制定或颁布任何法律，禁止完成全球发售中预期的或本协议预期的交易，而且无由具有管辖权的法院颁布的任何命令或禁制令来阻止或禁止完成该等交易；及
- (e) 投资者在本协议项下所作的陈述、保证、承诺和确认在所有方面均属且将会是准确、真实及完整的，没有误导性或欺骗性，且投资者并无违反本协议的任何条款。

3.2 如果在本协议签署日起满一百八十（180）日当天或之前，第3.1条所载的任何条件未获满足或被各方豁免（惟第3.1(a)条、第3.1(b)条、第3.1(c)条和第3.1(d)条所列的条件不得豁免，且第3.1(e)条项下的条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免），则投资者购买投资者股份的义务，以及公司和保荐人兼整体协调人发行、配发、配售、配发及/或交付（视乎情况而定）或促使发行、配发、配售、配发及/或交付投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的款项均将由收款方在本协议终止后10个自然日内不计利息尽快退还予投资者，并且本协议将予以终止并不再具有效力，且公司、联席保荐人及/或保荐人兼整体协调人所有责任及义务均将停止并终止，但前提是根据本第3.2条终止本协议将不得损害任何一方在本协议终止时或之前已就本协议所载条款产生的对其他各方的权利或义务。为避免疑义，本条款中的任何内容均不得解释为赋予投资者有权对其在截至本条款下上述日期止的期间内于本协议项下分别作出的各项陈述，保证，承诺及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售能够完成、或不会延迟或终止、或发售价将定在公开文件所述的意向性发售价范围内，并且如果全球发售因任何原因延迟或终止、或在预期的日期和时间未能完成或根本无法完成、或发售价不在公开文件列出的区间之间，均不会导致公司、联席保荐人或保荐人兼整体协调人对投资者承担任何责任。投资者特此放弃任何就全球发售因任何原因延迟或终止、或于预期的日期和时间未能完成或根本无法完成、或发售价不在公开文件所述的意向性发售价范围内为由，而对公司、联席保荐人及/或保荐人兼整体协调人或上述各方的附属公司提起任何索赔或诉讼的权利（如有）。

4. 交割

4.1 受限於第3条和第4条的规定，投资者将根据国际配售并作为国际配售的一部分，通过保荐人兼整体协调人(及/或其附属公司)作为相关部分国际配售的国际承销商的国际代表的身份，以发行价认购投资者股份。据此，投资者股份将在国际配售交割之时，按照公司和保荐人兼整体协调人商定的时间和方式同时认购。

4.2 在公司需要按上市规则《第18项应用指引》（“回补”）将国际配售中的H股股份重新分配至香港公开发售的情况下，且即使国际配售中的所有投资者认购（投资者及国际配售中的其他基石投资者除外）均被拒绝，但国际配售中的H股股份数量仍

不足以满足回补需求（“回补缺口”），则投资者认购的投资者股份数量和其他基石投资者在国际配售中认购的H股股份数量应按比例减少，仅在满足回补缺口的范围内进行调整。为免生疑义，投资者同意，公司和保荐人兼整体协调人可全权酌情决定是否拒绝国际配售中所有或部分投资者的认购（投资者及国际配售中的其他基石投资者除外），以符合上市规则的相关要求（回补要求以外），包括但不限于上市规则第8.08(1)条和第8.08(3)条中的公众持股要求以及上市规则附录F1所载的配售指引。

- 4.3 投资者须在上市日期的前一个营业日以同日收款入帐的方式足额支付总投资额及相关佣金和征费(到保荐人兼整体协调人可能通知投资者的港币银行账户)，并通过即时可用的港元净额，不作任何扣除或抵销，电汇至任何保荐人兼整体协调人于不迟于上市日期前一(1)个完整的营业日书面通知投资者的港元银行账户，该等通知应包括但不限于付款账户详情以及投资者在本协议项下应付的总金额等事项。
- 4.4 根据第4.3条的规定妥为支付投资者股份的款项的前提下，投资者股份向投资者或该全资附属公司（视情况而定）的交付应通过中央结算系统于上市日期进行（在任何情况下，交付时间应为上市日期后十(10)个营业日之内）并将投资者股份直接存入投资者或该全资附属公司（视情况而定），惟投资者需在不迟于上市日期之前的两(2)个营业日以书面通知保荐人兼整体协调人的指定中央结算系统投资者参与人账户或中央结算系统股票账户中。如公司未按约定期限或约定方式向投资者或该全资附属公司（视情况而定）交付股份的，投资者有权：(1)要求公司继续按前述约定或者投资者认可的其他合理方案向投资者或该全资附属公司（视情况而定）交付投资者股份，且每延期一日，公司应向投资者支付以下数额的迟延履行违约金：投资者股份的款项的万分之五；或者(2)解除本协议，要求公司向投资者返还已支付的投资者股份的款项，并要求公司向投资者支付资金占用利息（计算公式为：投资者股份的款项×0.05%×占用天数，占用天数自投资者支付投资者股份的款项之日起至投资者收回投资者股份的款项之日期间的天数），赔偿投资者其他损失（包括但不限于投资者认购投资者股份而发生费用）。
- 4.5 投资者股份的交付也可以通过公司、联席保荐人、保荐人兼整体协调人和投资者可能书面商定的任何其他方式进行，前提是投资者股份的交付须不迟于超额配股权可行使的最后一日之后的三(3)个营业日。
- 4.6 如果总投资额及相关佣金和征费（无论是全部还是部分）未按本协议规定的时间和方式收到或结算，公司、联席保荐人和保荐人兼整体协调人保留按其分别绝对酌情决定终止本协议的权利，在该等情况下，公司、联席保荐人和保荐人兼整体协调人的所有义务和责任应予停止并终止。
- 4.7 公司、联席保荐人、保荐人兼整体协调人及其各自的联系人均不对其任何未能或迟延履行其在本协议项下的义务承担任何责任（不论是连带责任还是个别责任）。如果公司、联席保荐人、保荐人兼整体协调人中的任何一方因其无法控制的情况而无法或迟延履行其在本协议项下的义务，公司、联席保荐人、保荐人兼整体协调人的任何一方则有权终止本协议，该等情况包括但不限于：天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或地区的紧急状态声明、灾难、灾祸、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或疫、

疾病爆发、罢工、停工、其他行业行动、严重交通中断、政府运作崩溃或瘫痪、公共秩序混乱、政治不稳定或动荡、敌对行为的爆发、威胁或升级、疾病或流行病的爆发或升级（包括但不限于SARS、H5N1、MERS及COVID-19）、电力或其他供应的全面故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何资金传输系统的故障、禁运、劳资纠纷以及现有或未来法律的变更或任何现有或未来的政府活动。

- 4.8 若未能满足 (i) 根据上市规则第8.08(3)条的要求，于上市日期公众持有的股份中不得有超过50%由三大公众股东实益拥有，或 (ii) 上市规则第8.08(1)(a)条的最低公众持股要求，则公司、联席保荐人和保荐人兼整体协调人有权全权酌情调整分配给投资者购买的投资者股份数量，以满足上市规则第8.08条的要求。

5. 对投资者的限制

- 5.1 根据第5.2条的规定，投资者（为其自身并代表该全资附属公司）与公司、联席保荐人和保荐人兼整体协调人同意、约定及承诺，未经公司、联席保荐人和保荐人兼整体协调人各自的事先书面同意，其不会，并将促使该全资附属公司（如通过该全资附属公司认购投资者股份）不会，直接或间接地在自上市日期起的六(6)个月期限（“**禁售期**”）内的任何时间(i)以任何方式处置任何相关股份或其在持有任何相关股份的任何公司或实体的中所拥有的任何权益，包括任何可转换、可交换、可行使或代表接收上述证券权利的任何证券，或持有任何相关股份的任何公司或实体的任何权益，或者同意、订立协议或公开宣布有意订立该等交易；(ii)允许其自身在其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的任何交易；如在禁售期后的任何时间出售任何有关股份(或就出售达成协议或订立合约，或公布出售意向)，投资者应于，并促使该全资附属公司（如通过该全资附属公司认购投资者股份）于，拟议出售前书面通知公司、联席保荐人及保荐人兼整体协调人，并确保有关出售符合所有适用法律。

- 5.2 第5.1条的任何规定均不妨碍投资者或该全资附属公司（视情况而定）在禁售期内向其任何全资附属公司（“该受让公司”）转让全部或部分相关股份，但前提是，在所有情况下：

- (a) 在该转让前，该受让公司应出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人出具并以它们为受益人）同意受投资者在本协议项下的义务约束，且投资者及该全资附属公司（如适用）承诺促使该受让公司将受投资者在本协议项下的义务约束，包括本第 5 条中对投资者施加的限制，如同该受让公司自身受限于该等义务和限制；
- (b) 该受让公司应被视为已作出第6条中规定的相同确认、承诺、陈述和保证；
- (c) 投资者和投资者的该受让公司就其持有的所有相关股份应被视为投资者，并应共同及各别地承担本协议规定的所有责任和义务；

- (d) 如果在禁售期届满前的任何时间，该受让公司不再或将不再是投资者的全资附属公司，其应（且投资者应促使该受让公司应）立即（且无论如何须在不再是投资者的全资附属公司之前）向投资者或投资者的另一全资附属公司全部及有效地转让其持有的相关股份，根据该等转让，该另一全资附属公司应出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人出具并以它们为受益人）同意受投资者在本协议项下的义务约束，或投资者促使该另一全资附属公司出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人出具并以它们为受益人）同意受投资者在本协议项下的义务（包括但不限于本第 5 条对投资者施加的限制）的约束，并作出本协议项下相同的确认、陈述和保证，如同该另一全资附属公司自身受限于该等义务和限制，并应共同及各别地承担本协议施加的所有责任和义务；及
- (e) 该受让公司为 (i)非美国人士；(ii)位于美国境外，及(iii)根据美国证券法《S 条例》，在离岸交易中收购相关股份。

5.3 投资者同意并承诺，除非经公司、联席保荐人和保荐人兼整体协调人事先书面同意，投资者及其紧密联系人（直接及间接）持有的公司所有已发行的股份总额应少于公司不时全部已发行的股份10%（或上市规则不时就“主要股东”之定义规定的其他百分比）。

5.4 投资者（为其自身并代表该全资附属公司）同意，投资者或该全资附属公司（视情况而定）是为自营投资而持有H股股份，经公司、联席保荐人和/或保荐人兼整体协调人合理要求，投资者（为其自身并代表该全资附属公司）应及时向公司、联席保荐人和保荐人兼整体协调人提供合理证据，证明投资者或该全资附属公司（视情况而定）为自营投资而持有H股股份。投资者不得，且应促使其控股股东、该全资附属公司、其各自的联系人及实益所有人不得在全球发售中的通过建册程序申请认购或订购H股股份（投资者股份除外），或在香港公开发售中申请认购H股股份。

5.5 投资者（为其自身并代表该全资附属公司）及其附属公司、董事、高级人员、监事、员工或代理人不得与公司、公司的控股股东、集团任何其他成员或其各自的附属公司、董事、高级人员、监事、员工或代理人达成不符合或违反上市规则（包括上市指引第 4.15 章或香港监管机构不时公布的任何其他指引）的任何安排或协议（包括任何补充函件）。

6. 承认、陈述、承诺及保证

6.1 投资者（为其自身并代表该全资附属公司）向公司、联席保荐人及保荐人兼整体协调人中每一方确认、陈述、保证、承诺、同意并确认：

- (a) 公司、联席保荐人及保荐人兼整体协调人中每一方及其附属公司、其或其附属公司的董事、高级人员、监事、雇员、代理人、顾问、联系人、合伙人及代表，均概无就全球发售将（于任何特定期间内或是否）会进行或完成或就发售价将会定在公开文件所述的意向性发售价范围内作出任何陈述、保证、承诺或担保，而且，若全球发售因任何原因被推迟进行、没有

进行或没有完成、或若发售价并不在公开文件所述的意向性发售价范围内，则其均概不对投资者或该全资附属公司（视情况而定）承担任何责任；

- (b) 本协议、投资者及该全资附属公司（如适用）的背景资料以及本协议拟定的各方之间的关系及安排，将须在公开文件及全球发售的其他营销和路演资料中披露，公开文件及该等其他营销及路演资料和公告中将会提及投资者及该全资附属公司（如适用）；特别是，本协议将是一份须就全球发售或依据公司（清盘及杂项条文）条例及上市规则送交香港监管机构存档并提供予公众查阅的重大合同；
- (c) 根据上市规则或 FINI 要求提交给联交所的有关投资者及该全资附属公司（如适用）的信息将与公司、联交所、香港证监会和其他必要的监管机构共享，并将包括在一份合并的配售人名单中，该名单将在 FINI 上向保荐人兼整体协调人披露；
- (d) 发售价将仅根据且单纯根据全球发售的条款和条件由公司和全球协调人予以确定；
- (e) 投资者股份将由投资者或该全资附属公司（视情况而定）通过作为国际配售的国际承销商之国际代表的保荐人兼整体协调人及/或其附属公司认购；
- (f) 投资者或该全资附属公司（如适用）将根据公司的章程或其他宪章文件，所有适用法律或设立文件以及本协议所载条款和条件（且受其规限下），接纳投资者股份；
- (g) 投资者股份的数目会因 H 股股份按上市规则《第 18 项应用指引》或上市指引第 4.14 章在国际配售和香港公开发售之间进行重新分配，或按联交所不时批准且适用于公司的其他分配比率而受到影响；
- (h) 在订立本协议之时或其前后，或者在其后的任何时间（但在国际配售完成之前），作为国际配售的一部分，公司、联席保荐人及/或保荐人兼整体协调人已经、可能会及/或拟议与一个或多个其他投资者订立关于类似投资的协议；
- (i) 投资者股份未曾且不会根据美国证券法或美国任何一个州或其他司法管辖区的证券法律进行登记，且不可在美国境内提呈发售、转售、质押或以其他方式直接还是间接地转让给任何美国人士或为任何美国人士的账户或利益进行该等发售、转售、质押或其他形式转让，但依据符合美国证券法登记要求的有效登记表格或依据关于美国证券法登记要求的豁免所进行的则除外，在不受美国证券法登记规定约束的交易中所进行也除外，在任何其他司法管辖所进行的而且属该司法管辖区法律所准许的也除外；
- (j) 其明白并同意，投资者股份的转让仅可依照《S 规例》在一项“离岸交易”（定义见美国证券法下《S 规例》）中，于美国境外进行，而且须符合美国任何一个州及任何其他司法管辖区的任何适用证券法律的规定；代表投资者股份的任何股份证书上均应载有内容大致如上所述的说明；

- (k) 其明白，公司、联席保荐人、保荐人兼整体协调人或国际配售的任何国际承销商，或其各自的附属公司、联属公司、董事、监事、高级人员、员工、雇员、代理人、顾问、联系人、合伙人及代表均未就是否可依据美国证券法下任何其他豁免进行投资者股份任何后续的再发售、转售、质押或转让，作出过任何陈述；
- (l) 除第 5.2 条所规定之外，若任何投资者股份被该全资附属公司或投资者的其他全资附属公司持有，只要该全资附属公司或投资者的其他全资附属公司在禁售期届满前继续持有任何投资者股份，则投资者应促使该全资附属公司或投资者的其他全资附属公司维持其为投资者的全资附属公司并继续执行及遵守本协议的条款和条件；
- (m) 就其已收到（并可能在日后还会收到）与投资者投资于（及持有）投资者股份有关且可能构成重大、非公开资料及/或内幕消息（定义见证券及期货条例）的资料，其(i)不得向任何人士披露该等资料（除非向属于为评估对投资者股份进行投资这个唯一目的而需要知悉该等资料的其联属公司、附属公司、董事、高级人员、监事、雇员、顾问和代表（“许可接收者”）作出的信息披露或者按法律须作出的信息披露），直至该等资料在投资者或其许可接收者均无过错情形下变成公开资料时为止；(ii) 应尽其最大努力确保其许可接收者（已按照第 6.1(m) 获披露该等资料）不会将该等资料披露给任何人士，但严格基于必需知悉原则已获得披露的其他许可接收者除外；及(iii) 不得且将确保其许可接收者（已按照第 6.1(m) 获披露该等资料）也不会，以可能导致违反美国、香港、中国或与交易相关的其他适用司法管辖区的证券法律（包括有关内幕交易的规定）的方式，直接或间接地买入、出售或交易或买卖 H 股股份或公司或其任何联属公司或联系人的其他证券或衍生产品；
- (n) 本协议和已在保密基础上向投资者及/或其各自代表提供的招股章程草稿及/或初步发售通函草稿中载列的资料，以及可能已在保密基础上（书面或口头）向投资者及/或其各自代表提供的任何其他材料，均不得被复制、披露、传阅或散发给任何其他人士，而且，上述已提供的资料 and 材料均可能会有改动、更新或修订，且尚未完成，因而投资者在决定是否投资于投资者股份时不应依赖该等资料和材料。为避免疑问：
- (i). 招股章程草稿、初步发售通函草稿以及可能已向投资者及/或其代表提供的任何其他材料，均不构成在不准作出相关邀请、要约、招揽或出售的司法管辖区内作出的关于收购、购买或认购任何证券的邀请、要约或招揽，而且，招股章程草稿、初步发售通函草稿以及可能已（书面或口头）向投资者及/或其代表提供的其他材料中，无任何内容构成任何合同或承诺的基础；
- (ii). 不应以初步发售通函草稿、招股章程草稿或可能已（书面或口头）向投资者及/或其代表提供的其他材料为基础，提出或收到关于任何 H 股股份或其他证券的要约或认购邀请，或者进行任何 H 股股份或其他证券的收购或购买；及

- (iii). 初步发售通函草稿、招股章程草稿或可能已（书面或口头）向投资者提供的其他材料，均会在订立本协议之后经过进一步修订，因而投资者在决定是否投资于投资者股份时不应依赖该等资料和材料，而且，投资者在此同意做出前述修订（若有）并放弃其与前述修订（若有）有关的权利；
- (o) 本协议并不一起或单独构成一项关于在美国或在相关证券销售要约属不合法的任何其他司法管辖内销售证券的要约；
- (p) 投资者、该全资附属公司（如适用）、其任何附属公司以及其或任何代表其行事的人均未参与，也将不会参与任何就投资者股份的定向销售行为（定义见美国证券法项下的《S 规例》）；
- (q) 其已获得其认为对购买投资者股份的裨益和风险进行评估而言有必要或需要获得的所有资料，而且，对于公司、投资者股份或其认为对收购投资者股份的裨益和风险进行评估一事而言有必要或需要提问的其他相关事项，其已获得向公司、联席保荐人或保荐人兼整体协调人提出问题的机会并已获得相关答复，此外，公司已向投资者或其代表提供了该投资者或其代表所需的与投资于投资者股份有关的所有文件和资料；
- (r) 在作出其投资决定时，投资者已且将会仅依赖于公司所刊发的国际发售通函中所提供的资料，而且投资者均未曾且将不会依赖于公司、联席保荐人及/或保荐人兼整体协调人（包括它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司）或其代表在本协议签署日或该日之前可能已向投资者提供的任何其他资料，而且，公司、联席保荐人、保荐人兼整体协调人及它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司均未就国际发售通函中不存在的任何资料或材料之准确性或完整性作出任何陈述或提供任何保证或承诺，另外，公司、联席保荐人、保荐人兼整体协调人及它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司均不、将来也不会因投资者或其董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司使用或依赖于该等资料或材料而对它们承担任何责任，也不就国际发售通函中不存在的任何资料承担任何责任；
- (s) 联席保荐人、保荐人兼整体协调人、其他资本市场中介人，全球发售的其他承销商及它们各自的董事、高级人员、监事、雇员、附属公司、代理人、联系人、附属公司、代表、合伙人和顾问，均未就投资者股份或这些股份的认购、购买或发售的裨益，或就公司或其附属公司的业务、运营、前景、财务或其他方面的状况，或就与此有关的任何其他事项，向其作出任何保证、陈述或建议；而且，除最终的国际发售通函中所披露的之外，公司及其董事、高级人员、监事、雇员、附属公司、代理人、联系人、附属公司、代表和顾问，均未就投资者股份或这些股份的认购、购买或发售的裨益，或就公司或其附属公司的业务、运营、前景、财务或其他方面的状况，或就与此有关的任何其他事项，向投资者作出任何保证、陈述或建议；

- (t) 投资者及该全资附属公司（如适用）会遵守本协议、上市规则和任何适用的法律项下不时对其适用的、关于由其（直接或间接）处置任何相关股份（即其为或将（直接或间接地）成为实益拥有人的或根据招股章程显示其将成为实益拥有人的相关股份）时需遵守的所有限制（如有）；
- (u) 其已对公司、集团及投资者股份以及本协议中所规定的认购投资者股份的条款作了自身的尽职调查，在其认为必要或适当的情况下已获得其自己的独立顾问的意见（包括税务、监管、财务、会计、法律、货币或其他方面），或其已就税务、监管、财务、会计、法律、货币方面事项或其他与投资于投资者股份有关的事项，以及就对于投资者而言该项投资的适宜性感到满意，其未曾依赖于、也将无权依赖于公司或任何联席保荐人、保荐人兼整体协调人、资本市场中介人或其他与全球发售有关的承销商或它们的代表所获得的或所进行的（视情况而定）与全球发售有关的任何意见（包括税务、监管、财务、会计、法律、货币或其他方面）、尽职调查复核或调研或其他方面的建议或安慰，而且，公司、联席保荐人、保荐人兼整体协调人或它们各自的联系人、联属公司、董事、监事、高级人员、雇员、顾问或代表，均不就投资者购买投资者股份的任何税务、法律、货币或其他方面经济后果或其他后果承担任何责任，也不就与任何投资者股份买卖相关的前述各方面经济后果或其他后果承担任何责任；
- (v) 其明白，目前投资者股份并无公开市场，且公司、联席保荐人及保荐人兼整体协调人均未就投资者股份是否终有一天将会存在公开市场作出过任何保证；
- (w) 如因任何原因无法完成全球发售，则公司、联席保荐人、保荐人兼整体协调人或它们各自的联系人、联属公司、董事、监事、高级人员、雇员、顾问、代理人或代表概不对投资者或其附属公司承担任何责任；
- (x) 公司和保荐人兼整体协调人将有绝对的酌情权变更或调整(i) 在全球发售项下将发售的 H 股股份的数量；及(ii)在香港公开发售和国际配售项下分别将发售的 H 股股份的数量；及
- (y) 投资者已同意，投资总额和相关的佣金和征费的付款应在上市日期的前一个营业日依据第 4.3 条的约定进行。

6.2 投资者（为其自身并代表该全资附属公司）进一步向公司、联席保荐人和保荐人兼整体协调人中的每一位陈述、保证及承诺：

- (a) 其已按照成立地法律正式成立及有效存续且信誉良好，并且未曾就其清算或清盘提交过任何申请、下达过任何命令或通过任何有效决议并无就其任何业务、财产或资产委任接管人；
- (b) 其拥有合法权利与授权拥有、使用、租赁及运营其资产以及按照目前经营业务的方式经营业务；

- (c) 其拥有充分权力、授权与能力签署及交付本协议、签订及执行本协议项下拟议交易以及履行其在本协议项下义务，并且其已采取所需的一切行动（包括从任何政府机构及监管机构或第三方取得一切必要同意、批准与授权）签署及交付本协议、签订及执行本协议项下拟议交易以及履行其在本协议项下义务；
- (d) 本协议已由投资者正式授权、签署及交付，且本协议构成投资者(为其自身并代表该全资附属公司)的一项合法、有效及有约束力的义务，并且可以按照本协议条款针对其强制执行；
- (e) 其已并且将在本协议有效期内履行其在本协议项下义务、使本协议以及本协议项下拟议交易生效并且遵守所有相关法律；
- (f) 根据任何相关法律适用于投资者或该全资附属公司（视情况而定）的、并且投资者或该全资附属公司（视情况而定）认购本协议项下投资者股份所需的所有同意、批准、授权、允许与登记（“**批准**”）均已获得并且具有全部效力，并未失效、撤回、撤销或搁置，并且各项批准均未受限于任何尚未满足或履行的先决条件。投资者并不知悉任何可能导致批准无效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何此类批准因任何原因不再完全有效或无效、被撤销、撤回或搁置，将立即书面通知公司、联席保荐人和保荐人兼整体协调人；
- (g) 投资者（为其自身并代表该全资附属公司）签署和交付本协议、履行本协议以及认购或购买（视情况而定）投资者股份，不会违反或导致投资者违反：**(i)** 投资者或该全资附属公司（视情况而定）的公司组织大纲及细则或其他组成或组织文件，或**(ii)** 就本协议项下拟议交易投资者或该全资附属公司（视情况而定）受之约束的任何司法管辖区的法律，或就投资者或该全资附属公司（视情况而定）认购或收购（视情况而定）投资者股份而言在其他方面适用于投资者或该全资附属公司（视情况而定）的法律，或**(iii)** 对投资者或该全资附属公司（视情况而定）具约束力的任何协议或其他文据，或**(iv)** 对投资者或该全资附属公司（视情况而定）拥有司法管辖权的任何政府机构的任何判决、命令或法令；
- (h) 其已遵守并且将遵守与认购投资者股份有关的司法管辖区的所有适用法律，包括，应相关机构的不时要求，直接或（通过公司、联席保荐人及/或保荐人兼整体协调人）间接向联交所、香港证监会、中国证监会和其他的政府机构、公共机构、金融机构或监管机构或机关或证券交易所（合称为“**监管机构**”）提供或促成他人提供相关信息，并且同意根据适用法律或监管机构的要求对该等信息的披露（包括但不限于**(i)** 投资者、该全资附属公司（如适用）及其最终实益拥有人或最终负责作出与购买相关的指令的人士的身份信息（包括但不限于其名称和设立地点）；**(ii)** 本协议项下的交易（包括但不限于认购投资者股份的详情、投资者股份的数量、总投资额及禁售限制）；**(iii)** 任何涉及投资者股份的互换交易或其他金融或投资产品及其详情（包括但不限于认购者的身份信息及其最终实益拥有人及互换交易或其他金融或投资产品的提供者）；及/或**(iv)** 投资者或其实益拥有人及联

系人与公司及其附属公司之间的任何关联关系（合称为“**投资者相关信息**”））。投资者进一步授权公司、联席保荐人、保荐人兼整体协调人或其各自附属公司、董事、高级人员、监事、雇员、顾问及代表按照上市规则或适用法律或监管机构的要求向该监管机构及/或在任何公开文件或公告中披露投资者及/或该全资附属公司（视情况而定）相关信息；

- (i) 投资者具有金融和商业事宜的知识和经验，(i) 其能够评估预期投资于投资者股份的裨益和风险；(ii) 其能够承担此项投资的经济风险，包括对投资者股份投资的全部亏损；(iii) 其已收到其认为必要或适当的一切信息以决定是否对投资者股份进行投资；且(iv) 其在对处于类似发展阶段的公司的证券投资交易方面拥有经验；
- (j) 其通常业务是购买或出售股份或债权证或其他证券，或者其为专业投资者，且通过签署本协议，除在保荐人兼整体协调人开立证券户口以交付投资者股份外，其并未成为与本协议项下拟议交易相关的任何联席保荐人或保荐人兼整体协调人的客户；
- (k) 其认购投资者股份乃属自营交易并为投资目的且在自营投资基础上进行，无意对其在本协议项下认购的任何投资者股份作出分配，并且投资者或该全资附属公司（视情况而定）无权提名任何人担任公司的董事或高级人员；
- (l) 如在美国境外认购投资者股份，则其是在“离岸交易”（定义见美国证券法项下的《S 规例》）中进行此认购行为并且其不是美国人士；
- (m) 投资者或该全资附属公司（视情况而定）是在豁免遵守或不受限于美国证券法项下登记要求的交易中认购投资者股份；
- (n) 投资者、该全资附属公司（如适用）及其实益拥有人及/或联系人(i) 均是独立于公司的第三人；(ii) 均不是公司的关连人士（定义见上市规则）或联系人，并且投资者或该全资附属公司（视情况而定）认购投资者股份将不会导致投资者、该全资附属公司（如适用）及其实益拥有人成为公司的关连人士（定义见上市规则），尽管投资者与可能会签订（或已经签订了）本协议提及的任何其他一份或多份协议的任何其他一方或多方之间存在任何关系，并且在本协议完成后将立即独立于涉及公司控制权的任何关连人士，且不会与其一致行动（定义见香港公司收购及合并守则）；(iii) 拥有履行本协议项下所有义务的财务能力；(iv) 并未（无论直接或间接）获得(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或该等人士的紧密联系人（定义见上市规则），所提供的资金、资助或支持，并非惯常听从且未曾听从过任何该等人士就公司证券的收购、出售、表决或任何其他处置的指示；及(v)除了向公司、联席保荐人和保荐人兼整体协调人作出书面披露之外，与公司及其股东之间并无任何关联关系；
- (o) 投资者、该全资附属公司（如适用）、其实益拥有人与/或联系人均非联席保荐人、保荐人兼整体协调人、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的“关连客户”。“关连客户”、“牵头

经纪商”与“分销商”等术语的定义见上市规则附录 F1（股本证券的配售指引）；

- (p) 投资者或该全资附属公司（视情况而定）的账户并非由相关的交易所参与者（定义见上市规则）依照全权管理投资组合协议的规定管理。“全权管理投资组合”一词应具有上市规则附录 F1（股本证券的配售指引）中赋予该术语的含义；
- (q) 投资者、该全资附属公司（如适用）、其实益拥有人或其各自的联系人均不是公司或其联系人的董事（包括在此前 12 个月担任董事）、监事或现有股东，亦非上述任何人士的代名人；
- (r) 除非事先获得联席保荐人和保荐人兼整体协调人的书面通知，投资者、该全资附属公司（如适用）或其实益拥有人均不属于(a)在联交所 FINI 获配售人清单模板中列出或依据 FINI 界面或上市规则关于获配售人的规定所需要披露的任何获配售人类别（除“基石投资人”以外）或(b)任何一组需按照上市规则（包括上市规则第 12.08A 条）于公司的发售结果公告中指定的获配售人；
- (s) 投资者或该全资附属公司（视情况而定）没有且不会就 H 股股份的分销同任何“分销商”（定义见美国证券法《S 规例》）订立任何合同安排，但同其附属公司订立相关合同安排或取得公司事先书面同意的情况除外；
- (t) 认购投资者股份将根据上市规则附录 F1（股本证券的配售指引）及上市指引第 4.15 章的规定进行；
- (u) 投资者、该全资附属公司（如适用）、其实益拥有人及/或联系人均未在任何关连人士、任何联席保荐人、保荐人兼整体协调人或全球发售的任何承销商提供任何（直接或间接）资助的情况下认购本协议项下的投资者股份；投资者及其每一联系人（如有）均独立于已经或将要参与全球发售的其他投资者及其任何联系人且与其没有关连；
- (v) 除根据本协议中规定外，投资者或该全资附属公司（视情况而定）没有就任何投资者股份同任何政府机构或任何第三方达成或订立任何安排、协议或承诺；及
- (w) 除已经向公司、联席保荐人和保荐人兼整体协调人作出的书面披露之外，投资者、该全资附属公司（如适用）、其实益拥有人及/或联系人均没有且将不会签署任何涉及投资者股份的互换交易或其他金融或投资产品。

6.3 投资者（为其自身并代表该全资附属公司）向公司、联席保荐人和保荐人兼整体协调人陈述并保证，附表 2 所载列的与其相关或与其作为成员公司的集团相关的说明、及向或应要求向监管机构、公司、联席保荐人和保荐人兼整体协调人及其附属公司提供的投资者及该全资附属公司（如适用）有关信息，在一切方面均为真实、完整、准确，并且不具误导性。在不影响第 6.1(b) 条规定的情况下，投资者及该全资附属公司（如适用）不可撤回地同意，其名称以及对本协议的全部或部分说明

（包括附表 2 所载列的说明）可以在公司、联席保荐人及保荐人兼整体协调人自主决定必要的范围内在公开文件、营销和路演材料以及公司、联席保荐人及/或保荐人兼整体协调人发布的与全球发售有关的其他公告中予以披露及载列。投资者（为其自身并代表该全资附属公司）承诺，将尽快提供与其自身、其所有权（包括最终受益所有权）和/或与公司、联席保荐人及/或保荐人兼整体协调人可能合理要求的事项另行有关的进一步信息和/或证明文件，以确保其遵守适用法律及/或公司登记或证券登记及/或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。投资者（为其自身并代表该全资附属公司）特此同意，在审阅不时提供给投资者的、拟纳入与全球发售有关的此类公开文件和其他营销材料的草稿中的、与其相关或与其作为成员公司的集团公司相关的说明并且作出投资者合理要求的修订（如有）之后，投资者应被视为其自身并代表该全资附属公司作出下列保证，即，与其相关或与其作为成员公司的集团公司相关的此类说明在一切方面均为真实、准确、完整且无误导性，并且将及时以书面形式通知任何此类描述的变更，并向公司、联席保荐人和保荐人兼整体协调人提供意见、该等更新的信息和/或支持性文件。

- 6.4 投资者（为其自身并代表该全资附属公司）理解，第 6.1 条和第 6.2 条中的陈述和确认是就（其中包括）香港法律和美国证券法律等法律作出的必要陈述和确认。投资者（为其自身并代表该全资附属公司）确认，公司、联席保荐人、保荐人兼整体协调人、资本市场中介人、全球发售的其他承销商及其各自的附属公司、代理人、联属公司及顾问等都将依赖上述条款载明的投资者的保证、承诺、陈述及确认的真实性、完整性和准确性，并同意在上述条款载明的任何保证、承诺、陈述或确认在任何方面不再准确及完整或成为具有误导性的情况下及时书面通知公司、联席保荐人及保荐人兼整体协调人。
- 6.5 投资者（为其自身并代表该全资附属公司）在第 6.1、6.2、6.3 及 6.4（视情况而定）项下作出的每一项承认、确认、陈述、保证、责任及承诺，应解释为独立的承认、确认、陈述、保证、责任或承诺，并应被视为于上市日期重复作出。
- 6.6 公司陈述、保证并承诺：
- (a) 其根据中国法律正式注册成立并且有效存续；
 - (b) 其拥有充分权力、授权和能力，并已采取所有必要行动以订立本协议并履行其在本协议项下的义务；
 - (c) 在支付款项及履行第 5.1 条项下规定的禁售期的前提下，投资者股份在依照第 4.5 条交付予投资者时将缴足股款，可自由转让，并且不附带任何选择权、留置权、押记、抵押、质押、申索、权益、产权负担及其他第三方权利，且与当时已发行并将在联交所上市的 H 股股份享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、高级人员、监事、雇员及代理人均没有与任何投资者或其联属公司、董事、高级人员、监事、雇员或代理人订立任何与上市规则（包括上市指引第 4.15 章或香港监管机构不时公开的任何其他指引）不符的协议或安排，包括任何补充函件；及

(e) 除本协议中有规定外，公司或集团的任何成员公司或其各自的任何附属公司、董事、高级人员、监事、雇员或代理人均没有与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.7 公司承认、确认并同意，投资者将依赖国际发售通函内载列的资料，而且投资者就国际发售通函享有的权利应与在国际配售中购买H股股份的其他投资者享有的权利相同。

7. 终止

7.1 本协议可以在下述情况下终止：

(a) 按照第 3.2 条、第 4.6 条或第 4.7 条终止；

(b) 即使本协议中存在任何相反规定，如果在国际配售交割时或之前，投资者或该全资附属公司（或根据第 5.2 条受让投资者股份的全资附属公司）实质违反本协议（包括实质违反投资者在本协议项下作出的陈述、保证、承诺和确认），可由公司单独终止或由每一联席保荐人和保荐人兼整体协调人终止；或

(c) 经全体各方书面同意终止。

7.2 如果本协议根据第 7.1 条终止，各方无义务继续履行其各自在本协议项下的义务（下文第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应终止。即便如此，第 9 条、第 10 条及第 12 条在本协议终止后仍有效。

8. 公告和保密

8.1 除非本协议另有规定，否则未经其他各方事先书面同意，任何一方不得披露任何有关本协议或本协议所预期交易的信息，亦不得披露涉及公司、联席保荐人、保荐人兼整体协调人、投资者的任何其他安排。尽管有上述规定，任何一方仍可在下述情况下披露本协议：

(a) 向联交所、香港证监会、中国证监会及/或其他对公司、联席保荐人及/或保荐人兼整体协调人有管辖权的监管机构披露，而投资者的背景资料及公司与投资者之间的关系可在公司拟刊发的公开文件以及公司、联席保荐人及/或保荐人兼整体协调人将要就全球发售发出的营销、路演材料和其他公告中说明；

(b) 向各方需要了解相关信息的法律和财务顾问、审计师和其他顾问，以及附属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理作出披露，前提是该一方应(i)促使该一方的每一位该等法律、财务和其他顾问及附属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理知道

并遵守本协议中载明的所有保密义务；及(ii) 继续对该一方的该等法律、财务和其他顾问及附属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理任何违反该等保密义务的行为承担责任；及

(c) 任何一方可在其他情况下，根据任何适用法律或对该一方有管辖权的任何政府机构或机构（包括联交所、香港证监会和中国证监会）或证券交易所规则的要求披露（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重要合同提交香港公司注册处办理登记手续并且供公众查阅），或根据任何有权的政府机构的任何有约束力的判决、命令或要求披露。

8.2 除非投资者事先咨询公司、联席保荐人和保荐人兼整体协调人从而就披露的原则、格式和内容征得其事先书面同意，否则投资者不应另行提及或披露本协议或本协议的任何附带事宜。

8.3 公司应尽其合理努力，于任何公开文件刊发前，向投资者提供该公开文件中所载列的任何与本协议、公司与投资者之间关系以及与投资者的基本背景资料有关的陈述，供投资者审阅。投资者应各自与公司、联席保荐人和保荐人兼整体协调人合作，确保上述公开文件中提及的关于其自身的所有情况均是真实、完整、准确且不具有误导性的，且公开文件没有遗漏关于其自身的任何重要信息，并且应迅速向公司、联席保荐人和保荐人兼整体协调人及其各自的顾问提供任何修改意见及核实文件。

8.4 投资者承诺将迅速提供为编制第 8.1 条中提及须作出的任何披露而可能合理要求的一切协助（包括提供公司、联席保荐人或保荐人兼整体协调人可能合理要求的与其自身、其所有权（包括最终实益拥有权）有关的及/或在其他方面与其中所述事宜相关的进一步资料及/或证明文件），以便：(i) 更新在本协议日期后公开文件中关于投资者的说明并核实该等参考信息；及(ii) 使公司、联席保荐人及/或保荐人兼整体协调人得以符合适用的公司或证券登记规定及/或具有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的要求。

9. 通知

9.1 所有在本协议项下交付的通知均应以英文或中文书面形式作出，并以第 9.2 条规定的方式送达至以下地址：

若送达公司

地址： 中国江苏省张家港市国泰北路 236 号
电子邮箱： shijian@guofuhee.com
收件人： 施剑先生

若送达投资者

地址： 北京市海淀区玉渊潭南路 11 号院
电子邮箱： zhanghaoran@trdcapital.com
收件人： 张浩然

若送达海通资本

地址： 香港中环港景街 1 号国际金融中心一期 3001-3006 室
及 3015-3016 室
电子邮箱： project.158@htisec.com
收件人： Project 158 执行组

若送达**中信證券香港**

地址： 香港金钟道 88 号太古广场一期 18 楼
电子邮箱： Project158@clsa.com
收件人： Project 158 执行组

若送达**海通证券**

地址： 香港中环港景街 1 号国际金融中心一期 28 楼
电子邮箱： project.158@htisec.com
收件人： Project 158 执行组

若送达**中信里昂**

地址： 香港金钟道 88 号太古广场一期 18 楼
电子邮箱： Project158@clsa.com
收件人： Project 158 执行组

- 9.2 本协议项下交付的任何通知均应由专人送递或以电邮或预付邮资的邮递方式发送。任何通知在以下时间视为送达：专人交付的，于交付时；以电邮形式发送的，于传输完成且无收到未送达通知时；以预付邮资的邮递方式发送的（如无证据表明提早收到），于寄出 48 小时后（若为航空邮件则于寄出六天后）。任何在非营业日送达的通知应视为在该日之后的第一个营业日送达。

10. 一般条款

- 10.1 各方分别确认并陈述，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，可以按照本协议条款对其强制执行。除公司就实施全球发售可能要求的有关同意、批准和授权外，上述各方履行各自在本协议项下的义务均不需要取得公司、股东或其他人员的任何同意、批准或授权。各方均进一步确认其能够履行本协议项下描述的义务。
- 10.2 各联席保荐人和保荐人兼整体协调人于本协议项下的义务是个别的（并非共同的或共同及个别的）。各联席保荐人或保荐人兼整体协调人均不对其他联席保荐人或保荐人兼整体协调人未能履行其于本协议项下的义务而负任何责任，且该等未能履约不影响其他联席保荐人或保荐人兼整体协调人执行本协议的条款。尽管有上述规定，在适用法律允许的范围内，每个联席保荐人和保荐人兼整体协调人应有权单独与其他联席保荐人或保荐人兼整体协调人一起行使其在本协议项下的任何或所有权利。
- 10.3 除非存在明显错误，否则公司及保荐人兼整体协调人就本协议中的投资者股份数量和发售价真诚作出的计算和决定是不可推翻的。

- 10.4 投资者、公司、联席保荐人和保荐人兼整体协调人应相互合作，向第三方发出为本协议之目的必须或有可能必须向第三方发出的任何通知（或向第三方发出必须或有可能必须向第三方发出的任何与本协议有关的通知），或者从第三方获得为本协议之目的必须或有可能必须从第三方获得的同意及/或批准（或从第三方获得必须或有可能必须从第三方获得的任何与本协议有关的同意及/或批准）。
- 10.5 除非以书面方式作出且经全体各方或其代表签署，否则对本协议作出的修订或变更应无效。
- 10.6 本协议以中文书就。
- 10.7 除非相关各方另有书面约定，否则每一方应承担各自与本协议有关的法律费用和专业费用、成本或开支，但因本协议预期进行的交易产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间为本协议的要素，但本协议中提及的任何时间、日期或期限均可通过各方之间的书面协议予以延展。
- 10.9 即使已按照本协议第 4 条完成交割，本协议所有条款中，凡是能够履行和遵守的，除非已经各方书面同意予以终止，否则应继续完全有效且具有十足效力，但与届时已履行过的事项相关的条款除外。
- 10.10 本协议构成各方之间就投资者投资于公司一事所达成的完整协议和谅解。本协议取代了此前达成的有关本协议主题事项的所有书面或口头承诺、担保、保证、陈述、通讯、谅解和协议。
- 10.11 任何非本协议一方的人士无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，本协议的终止或撤销以及对任何条款的修订、更改或豁免无须经非本协议一方的人士同意。
- 10.12 每一联席保荐人和保荐人兼整体协调人均有权且在此获授权按其认为适当的方式和条件（无论有否完成正式手续并无需将任何下述转授事先通知公司或投资者），将其所有或任何相关权利、责任、权力和酌情权转授予其一家或多家附属公司。尽管存在任何上述转授，对获其根据本款转授相关权利、责任、权力及/或酌情权的其任何附属公司的作为和不作为，该联席保荐人或保荐人兼整体协调人仍须承担责任。
- 10.13 一方延迟或未能（全部或部分）行使或强制执行本协议或法律所规定的任何权利，不应被视为对该权利的解除或放弃，对该一方进一步行使或强制执行该权利或任何其他权利的能力也不构成任何限制。任何前述权利或补救权的单次行使或部分行使不妨碍该项权利或补救权的再次行使或进一步行使，也不妨碍任何其他权利或补救权的行使。本协议所规定的权利、权力和补救权均属累加的，并不排除任何权利、权力和补救权（不论是否法律所规定的）。就任何违反本协议任何规定的行为所作的权利放弃，必须以书面形式作出且经被主张已放弃该权利的一方签署，否则无效，也不得默示放弃。

- 10.14 若本协议任何条款于任何时候依据任何司法管辖区法律在任何方面属于或成为非法、无效或不能强制执行，不应影响或削弱：
- (a) 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) 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。
- 10.15 本协议应对各方及其各自继承人、遗产执行人、破产管理人、承继人和获准受让人均有约束力，且仅为了各方及其各自继承人、遗产执行人、破产管理人、承继人和获准受让人的利益而发生效力，任何其他人士均未获得也不拥有本协议项下任何权利，也不因本协议而获得或拥有该等权利。除为了内部重组或重整之目的外，任何一方不得转让或转移其在本协议中的或在本协议项下的全部或任何部分的利益、权益或权利。本协议项下义务是不可转让的。
- 10.16 在不影响就其他各方所蒙受的所有损失和损害对投资者索赔的所有权利这一前提下，如果上市日期当日或该日之前存在任何违反投资者所作保证的行为，即使本协议中另有相反规定，公司、联席保荐人和保荐人兼整体协调人均应有权撤销本协议，而且，各方在本协议项下所有义务应终止。
- 10.17 每一方均向其他各方承诺，其应签署为使本协议条款发生效力而必需的进一步文件，并履行为使本协议规定发生效力而必需的进一步行为，而且应确保该等进一步的文件和行为得以签署和履行。

11. 适用法律和管辖

- 11.1 本协议及各方的关系受香港法律的管辖并据香港法律解释。
- 11.2 因本协议所引起或与本协议有关的任何争议、纠纷或索偿或有关本协议的违反、终止或效力均应按照提交仲裁申请时有有效的香港国际仲裁中心机构仲裁规则通过仲裁最终解决。仲裁地应为香港。仲裁员人数为三名，仲裁语言为中文。仲裁庭的决定及裁决应为终局决定及裁决且对所有方具有约束力，并可在任何具有管辖权的法院申请执行仲裁裁决，所有方在此不可撤销及无条件地放弃任何及所有以任何形式向任何司法机构进行上诉、审查或追索的权利（在可有效作出该等放弃的前提下）。尽管有上述规定，各方应有权在委任仲裁庭之前向某一具有管辖权的法院寻求获得临时禁制令或其他临时性救济。在不影响在某一国法院的管辖权项下可能享有的该等临时性补救的情况下，仲裁庭应有充分权力授予临时性补救或命令各方要求某一法院对其所授予的任何临时性或初步性救济进行修改或撤销，并就任何一方未能遵守上述仲裁庭命令的做法判令损害赔偿。

12. 豁免权

- 12.1 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（以享有主权或王室地位或其他事由为由）对于下列各项享有任何豁免权或可主张其自身或其资产、财产或营业收入应享有任何豁免权：对于任何诉讼、起诉、法律程序或其他法律程序（包括仲裁），或对于抵销或反诉，或对于任何法院的管辖，或对于法律文件送达，或对于任何判决、决定、命令或裁决（包括任何仲裁裁决）所附带的或为协助执行该等判决、裁定、决定、命令或裁决（包括任何仲裁裁决）而需进行的扣押，或对于为提供任何救济所需的或为执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）所进行的其他诉讼、起诉或法律程序；或如果在任何该等法律程序中，其自身或其资产、财产或营业收入可能享有任何该等豁免权（无论其主张与否），则投资者特此不可撤销地和无条件地放弃、且同意绝不申请或主张与任何前述法律程序有关的任何该等豁免权。

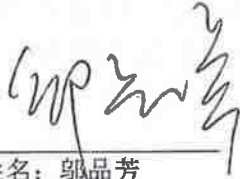
13. 复本

- 13.1 本协议可签署多份复本，并且可由每一方在单独的复本上签署。每份复本均为正本，但全部复本一起应构成同一份文据。以电邮附件（PDF 格式）交付本协议经签署复本的签署页，应为有效的交付方式。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

江苏国富氢能技术装备股份有限公司

代表签字：



姓名：郭品芳
职位：执行董事



[基石投资协议签字页]

嘉兴智芯氢装股权投资合伙企业(有限合伙)

代表签字:



2024.6.17

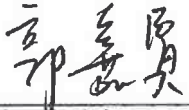


姓名: 袁圣尧

职位: 执行事务合伙人委派代表

海通国际资本有限公司

代表签字：

Handwritten signature in black ink, appearing to read '郭嘉贤' (Guo Jiaxian).

姓名：郭嘉贤
职位：执行董事

中信證券(香港)有限公司

代表簽字:



姓名: 王逸旻
職位: 董事

海通国际证券有限公司

代表签字:

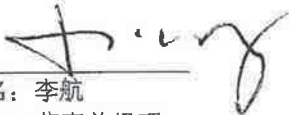
A handwritten signature in black ink, appearing to read 'Chen Yi', written over a horizontal line.

姓名: 陈艺

职位: 董事总经理

中信里昂證券有限公司

代表簽字：


姓名：李航
职位：董事总经理

中信里昂證券有限公司

代表簽字:



姓名: 王逸旻

職位: 董事

附表 1

投资者股份

投资者股份的数目

投资者股份的数目等于(1)109,200,000 港元（含投资者就投资者股份将要支付的佣金和费用），除以(2)发售价，向下调整至最接近的每手 100 股 H 股股份的完整交易单位。

按照上市规则《第 18 项应用指引》第 4.2 段、上市指引第 4.14 章以及联交所授予的豁免（如有），在香港公开发售出现超额认购时，投资者在本协议项下将要认购的投资者股份的数目可能会受到 H 股股份在国际配售和香港公开发售之间重新分配的影响。如果香港公开发售中的 H 股股份总需求属于招股章程中“全球发售的架构及条件-香港公开发售-重新分配”章节中规定的情况，则投资者股份的数目可能会按比例扣减以满足香港公开发售项下的公众需求。详情请参阅本协议第 4.1 和 4.2 条。

附表 2

投资者的详情

投资者

| | |
|-----------------------------|--|
| 注册成立所在地: | 浙江省嘉兴市南湖区 |
| 营业执照号: | 91330402MADUL2999G |
| 商业登记号码: | 不适用 |
| 法人实体识别码 (“LEI 号码”): | 不适用 |
| 营业地址及电话及联络人: | 营业地址: 浙江省嘉兴市南湖区东栅街道南江路 1856 号基金小镇 1 号楼 206 室-63 (自主申报)
电话: +8618515615159
联络人: 张浩然 |
| 主营业务: | 以私募基金从事股权投资、创业投资活动 |
| 最终控股股东: | 嘉兴科技城产业投资基金有限公司 |
| 最终控股股东注册成立所在地: | 浙江省嘉兴市南湖区凌公塘路 3339 号 (嘉兴科技城) 1 号楼 376 室 |
| 最终控股股东营业执照号、商业登记号码及 LEI 号码: | 营业执照号: 91330402MA28B14818
商业登记号码及 LEI 号码: 不适用 |
| 最终控股股东主营业务: | 实业投资、股权投资、投资管理 |
| 股东及持有的权益: | 嘉兴科技城产业投资基金有限公司持有 59.40%
浙江理南股权投资有限公司持有 39.60%
建信天然投资管理有限公司持有 1.00% |
| 有关投资者的说明以供载入招股章程: | 香港智芯氢装科技有限公司于 2024 年 8 月 21 日在香港注册成立为有限公司, 并由嘉兴智芯氢装股权投资合伙企业 (有限合伙) (「嘉兴智芯氢装」) 全资拥有。嘉兴智芯氢装为于 2024 年 7 月 29 日在中国注册成立的有限合伙企业, 注册资本为人民币 105 百万元。 |

| | |
|--|--|
| | 截至最后实际可行日期，嘉兴智芯氢装的普通合伙人为建信天然投资管理有限公司，建信天然投资管理有限公司持有嘉兴智芯氢装约 1.0% 合伙权益，而该普通合伙人的最终控制人为袁圣尧先生。嘉兴智芯氢装的有限合伙人为嘉兴科技城产业投资基金有限公司及浙江理南股权投资有限公司，嘉兴科技城产业投资基金有限公司及浙江理南股权投资有限公司分别持有嘉兴智芯氢装的 59.4% 及 39.6% 合伙权益，两者均由嘉兴市国资委拥有多数股权及全资拥有。嘉兴智芯氢装专注于股权投资。 |
| 有关投资者类别（根据联交所 FINI 获配售人清单模板列出或依据 FINI 界面需要披露） ¹ | 基石投资者 |

该全资附属公司

| | |
|-----------|---|
| 名称： | 香港智芯氢装科技有限公司
Zhixin Qingzhuang (HK) Technology Limited |
| 注册成立所在地： | 香港 |
| 注册成立证书编号： | 76966745 |
| 商业登记号码： | 76966745-000-08-24-0 |
| LEI 号码 | 不适用 |
| 主营业务： | 股权投资 |
| 股东及持有的权益： | 由嘉兴智芯氢装股权投资合伙企业（有限合伙）持有 100%。 |

¹ 包括所有相关的投资者类别：（i）发行人的现有或过往雇员；（ii）发行人的客户或顾客；（iii）发行人的供应商；（iv）独立定价投资者（定义见上市规则第 18C 章）；（v）酌情管理投资组合（根据《上市规则》附录 F1 的定义）；（vi）自由裁量信托；（vii）中国政府机构；（viii）关连客户（定义见上市规则附录 F1）；（ix）现有股东、董事或紧密联系人（定义见上市规则第 1 章）；（x）保荐人或紧密联系人；（xi）承销商及/或分销商或其紧密联系人；或（xii）非证监会认可基金。

基石投资协议

2024年11月5日

江苏国富氢能技术装备股份有限公司

及

悦创新能源香港有限公司

及

海通国际资本有限公司

及

中信證券（香港）有限公司

及

海通国际证券有限公司

及

中信里昂證券有限公司

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本协议（本“协议”）由以下各方于 2024 年 11 月 5 日订立

各方：

- (1) 江苏国富氢能技术装备股份有限公司，一家在中华人民共和国成立的股份有限公司，注册地址为中国江苏省张家港市国泰北路 236 号（“公司”）；
- (2) 悦创新能源香港有限公司，一家在香港成立的有限公司，注册地址为香港湾仔骆克道 89 号湾仔中央大厦 4 楼 401 室（“投资者”）；
- (3) 海通国际资本有限公司，一家在香港成立的有限公司，地址位于香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室（“海通资本”）；
- (4) 中信證券（香港）有限公司，一家在香港成立的有限公司，地址位于香港金钟道 88 号太古广场一期 18 楼（“中信证券香港”，其与海通资本统称为“联席保荐人”，单独称为一名“联席保荐人”）；
- (5) 海通国际证券有限公司，一家在香港成立的有限公司，地址位于香港德辅道中 189 号李宝椿大厦 22 楼（“海通证券”）；及
- (6) 中信里昂證券有限公司，一家在香港成立的有限公司，地址位于香港金钟道 88 号太古广场一期 18 楼（“中信里昂”，其与海通证券统称为“保荐人兼整体协调人”，单独称为一名“保荐人兼整体协调人”）。

鉴于：

- (A). 公司已提交透过全球发售方式将其 H 股股份（定义见下文）在联交所（定义见下文）上市的申请（“全球发售”）。全球发售将包括：
 - (i). 向香港公众初步发售 600,000 股 H 股股份（定义见下文）供认购（“香港公开发售”），及
 - (ii). 依赖美国证券法（定义见下文）项下的《S规例》在美国境外以有条件配售方式向投资者（包括向香港的专业投资者和机构投资者）初步发售 5,400,000 股 H 股股份（“国际配售”）。
- (B). 海通资本及中信證券香港为全球发售的联席保荐人；海通证券及中信里昂为全球发售的保荐人兼整体协调人及资本市场中介人。
- (C). 受限于本协议所载的条款和条件且在该等条款和条件的基础上，作为国际配售的一部分，投资者希望认购投资者股份（定义见下文）。

各方协议如下：

1. 定义及解释

1.1. 在本协议（包括其附表及前言）中，除非另有约定，下列词汇和用语具有以下含义：

“**联属公司**”就特定个人或实体而言，除文意另有所指外，是指直接地或通过一个或多个中间实体间接地控制该个人或实体的，或者被该个人或实体控制的或其与该个人或实体共同受第三方控制的任何个人或实体。就本定义而言，“控制”（包括英文本中“控制”一词的其他形态和“共同受控制”）意指直接或间接地拥有指导或引导某一人士管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指相等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(f)条所赋予的含义；

“**联系人/紧密联系人**”应具有上市规则所赋予的含义，而“各联系人/各紧密联系人”应据此予以相应解释；

“**佣金**”指根据费用规则（定义见上市规则）第 7(1)段规定按总投资额的 1%计算得出的佣金；

“**营业日**”指香港持牌银行一般对外正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日或香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统；

“**交割**”指根据本协议的条款和条件进行投资者股份认购交易的交割；

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

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

“**关连人士/核心关连人士**”应具有上市规则所赋予的含义，而“各关连人士/各核心关连人士”亦须据此解释；

“**关联关系**”应具有中国证监会备案规则所赋予的含义；

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

“**控股股东**”，除文意另有所指外，须具有上市规则赋予该词的含义，而“**各控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其指引；

“**延迟交付日期**”指在香港公开发售和国际配售的承销协议均已签订并已成为无条件协议且尚未终止的前提下，全球协调人应依据第 4.4 条通知投资者的较迟日期；

“**处置**”就任何相关股份而言，包括直接或间接地：

- (i). 要约出售、质押、抵押、出售、按揭、出借、设立、转让、让与或以其他方式处置在相关股份中的或在可转换成、可行权以取得或可交换成该等相关股份的任何其他证券中的任何法律上权益或实益权益（其方式包括设立或同意设立任何关于前述证券购买、认购、出借或以其他方式转让或处置的期权或合约，或者出售或授予或同意出售或授予任何关于前述证券购买、认购、出借或以其他方式转让或处置的期权或合约或权证或相关权利，或者购买或同意购买任何关于出售前述证券的期权、合约、权证或权利，或对其设置任何抵押或同意对其设置任何抵押）（不论是直接还是间接，也不论是有条件或无条件），或者在该等相关股份中或可转换成、可行权以取得或可交换成该等相关股份的任何其他证券或代表有权获得该等相关股份或其中任何权益的任何其他证券中的任何法律上权益或实益权益之上设立任何性质的第三方权利，或者订立合约以便这样做（不论是直接还是间接，也不论是有条件或无条件）；或
- (ii). 订立任何交易或其他协议约定将该等相关股份或该等其他证券的所有权或在其中的任何权益，或将该等所有权或权益的任何经济后果或其所附带的任何经济后果，部分或全部转让他人；或
- (iii). 直接或间接地订立与上述第(i)段和第(ii)段中任何一项交易具有相同经济效果的任何其他交易；或
- (iv). 同意或缔约或公开宣布或披露有意订立上述第(i)至(iii)段中任何一项交易，就每一情形而言，无论上述第(i)至(iii)段中的任何一项交易是否将以交付相关股份或可转换为或可行权以取得或可交换为相关股份的其他证券的方式结算，还是以现金或其他方式结算；

“**FINI**”应具有上市规则所赋予的含义；

“**全球发售**”具有鉴于条款(A)所赋予的含义；

“**政府机构**”是指任何政府、监管或行政部门的委员会、理事会、机构、机关或代理机构，或者任何证券交易所、自律组织或其他非政府监管机构，或者任何法院、司法机关、仲裁庭或仲裁员，就每一情形而言，不论是国家、中央、联邦、省、州、地区、市、地方级别的，也不论是国内、国外的还是超国家性质的（包括但不限于联交所、香港证监会和中国证监会）；

“**集团**”指公司及其附属公司；

“**H 股股份**”指公司股本中面值为人民币 1.00 元并将以港元认购及交易且拟在联交所上市的境外上市的外资普通股；

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有鉴于条款(A)所赋予的含义；

各“**受偿方**”具有第 6.5 条所赋予的含义，而“**受偿方**”是指其中任何一个（如文意所指）；

“**国际发售通函**”指公司将向有意向的投资人（包括投资者）发出的与国际配售有关的最终发售通函；

“**国际配售**”具有鉴于条款(A)所赋予的含义；

“**投资者相关信息**”具有第 6.2(h)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表 1 进行计算，并由公司及保荐人兼整体协调人确定的，于国际配售中供认购的 H 股股份数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括联交所、香港证监会和中国证监会）的所有法律、成文法规、立法、条例、规则、法例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”，就总投资额而言，指费率为 0.0027%（或上市日期所采用的交易征费费率）的香港证监会交易征费、费率为 0.00565%（或上市日期所采用的交易费费率）的联交所交易费及费率为 0.00015%（或上市日期所采用的交易费费率）的会财局交易征费；

“**上市日期**”指 H 股股份首次在联交所主板上市日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所的上市决策、指引及其他规定（不时修订、补充或以其他方式修改的版本）；

“**禁售期**”具有第 5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股股份的每股 H 股股份的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“各方”指名列于本协议的各方；“一方”指他们其中任何一个（如文意所指）；

“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地区；

“初步发售通函”指公司将向有意向的投资人（包括投资者）发出的与国际配售有关的初步发售通函（经不时修订或补充）；

“专业投资者”具有证券及期货条例附表 1 第 1 部所赋予的含义；

“招股章程”指公司将就香港公开发售在香港刊行的最终版招股章程；

“公开文件”指公司为国际配售将刊发的初步发售通函和国际发售通函，为香港公开发售将在香港刊发的招股章程，正式通告，以及公司就全球发售可能发出的其他有关文件和公告（上述各项均可经不时修改或补充）；

“监管机构”具有第 6.2(h)条所赋予的含义；

“相关股份”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式资产重组（不论该等交易是以现金或其他方式结算）从投资者股份衍生出来的公司任何股份或其它证券或权益；

“美国证券法”指经修订的美国 1933 年证券法；

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所赋予的含义；

“美国”指美利坚合众国及其属地、领地、美国任何州以及哥伦比亚特区；

“美元”指美国法定货币；及

“美国人士”具有美国证券法项下《S 规例》所赋予的含义。

1.2. 在本协议中，除文意另有所指外：

(a) 凡提及“条”、“款”或“附表”时，均指本协议中的条或附表；

(b) 索引、条款和附表标题仅为方便阅读起见，不得影响对本协议的理解或解释；

- (c) 前言及附表构成本协议不可分割的组成部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议时，应包含前言及附表；
- (d) 某词语单数形式，其含义应包括该词语的复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件时，应包括本协议或其他文件的任何修订或替换；
- (f) 提及成文法、成文法条款、法规或规则时，均应包括已提及：
 - (i). 不时被任何成文法或成文法条款合并、修订、补充、修改、重订或替代后的成文法、条款、法规或规则；
 - (ii). 任何经其重订（不论是否修改）且已被废止的成文法、成文法规定、法规或规则；及
 - (iii). 其项下的任何附属立法；
- (g) 凡提及时间及日期时，除非另有指明，均分别指香港时间及日期；
- (h) 凡提及“**人士**”时，包括提及自然人、企业、公司、法人团体、非法人组织或机构、政府、国家或国家机构、合营、联营或合伙（不论是否具有独立的法人地位）；
- (i) 对“**包括**”及“**包含**”的提及，应分别解释为包括但不限于及包含但不限于；及
- (j) 凡提及有关香港以外任何司法管辖区的任何诉讼、补救、方法或司法程序、法律文件法律地位、法院、官员或任何法律概念或事物的法律术语时，均应视为包含该司法管辖区内含义与相关香港法律术语最为接近的术语。

2. 投资

- 2.1 受限于第3条所述的条件获得满足（或由各方豁免，惟第3.1(a)条、第3.1(b)条、第3.1(c)条与第3.1(d)条所列的条件不得豁免，并且第3.1(e)条项下条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免）及本协议的其他条款及条件：
 - (a) 投资者将按照国际配售并作为国际配售一部分，通过保荐人兼整体协调人及/或其联属公司（作为国际配售相关部分的国际承销商的国际代表）按发售价认购投资者股份，且公司将按发售价发行、配发及发售，且保荐人兼整体协调人将按发售价配发及/或交付（视情况而定）或安排配发及/或交付（视情况而定）投资者股份予投资者；及
 - (b) 投资者将根据第4.3条规定支付有关投资者股份的总投资额、佣金及征费。

2.2 投资者可通过以不迟于上市日期前三（3）个营业日书面通知公司、联席保荐人及保荐人兼整体协调人的方式选择通过作为专业投资者的其全资附属公司认购投资者股份，该全资附属公司属(i)非美国人士；(ii)位于美国境外；及(iii)根据美国证券法《S 规则》，在离岸交易中收购投资者股份，但前提是：

- (a) 投资者应当促使该全资附属公司于同日向公司、联席保荐人及保荐人兼整体协调人提供书面确认函称其同意遵守投资者在本协议中所作出的相同约定、声明、保证、承诺、认可和确认，并且投资者在本协议中所作出的该等约定、声明、保证、承诺、认可和确认将被视为由投资者为其自身及代表该全资附属公司所作出；及
- (b) 投资者(i)无条件及不可撤销地向公司、联席保荐人及保荐人兼整体协调人保证该全资附属公司将妥善且准时履行并遵守其在本协议项下所应遵守的所有约定、义务、承诺、保证、声明、赔偿、同意、认可、确认及契约；及(ii)承诺将按第 6.5 条的规定，一经各受偿方的要求即充份有效地向各受偿方给予弥偿及按要求继续弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，即一经要求有义务向公司、联席保荐人或保荐人兼整体协调人支付该全资附属公司在本协议项下任何应付款项，以及一经要求有义务及时履行该全资附属公司在本协议项下的任何义务，而无需要求公司、联席保荐人或保荐人兼整体协调人先针对该全资附属公司或任何其他人士采取措施。除非本协议另有规定，“投资者”一词在本协议中视为包含该全资附属公司。

2.3 公司及全球协调人可以酌情自行决定全部或部分的投资者股份的交付应按照第4.4条的规定于延迟交付日期进行。

2.4 公司及保荐人兼整体协调人（就其自身并代表资本市场中介人及全球发售的承销商）将按照其约定的方式确定发售价。投资者股份的具体数量将由公司及保荐人兼整体协调人依照附表1规定进行最终确定，且除明显错误外，该等决定对投资者将是终局的和具有约束力的。

3. 交割条件

3.1 投资者根据本协议第2.1条认购投资者股份的义务，以及公司和保荐人兼整体协调人根据第2.1条发行、配发、配售、配发及/或交付（视乎情况而定），或促使发行、配发、配售、配发及/或交付（视乎情况而定）投资者股份的义务，受限于以下各项条件于交割时或之前获得满足或由各方豁免（惟第3.1(a)条、第3.1(b)条、第3.1(c)条和第3.1(d)条所列的条件不得豁免，且第3.1(e)条项下的条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免）：

- (a) 香港公开发售和国际配售的承销协议经已订立并在不迟于该等承销协议指明的时间和日期之前生效并成为无条件（根据其各自的原定条款或其后由该等协议的各方商定的豁免或修订），且上述承销协议没有被终止；

- (b) 发售价已经由公司及保荐人兼整体协调人根据订立的定价协议商定一致，定价协议预期将由公司与保荐人兼整体协调人（就其自身并代表全球发售承销商）订立，以记录对最终发售价的共识；
 - (c) 联交所上市委员会已经批准H股股份（包括投资者股份）上市和买卖，及其他适用的豁免申请及许可，及该等批准、同意或豁免并未在H股股份于联交所上市交易前被撤销；
 - (d) 无任何政府机构制定或颁布任何法律，禁止完成全球发售中预期的或本协议预期的交易，而且无由具有管辖权的法院颁布的任何命令或禁制令来阻止或禁止完成该等交易；及
 - (e) 投资者在本协议项下所作的陈述、保证、承诺和确认在所有方面均属且将会是准确、真实及完整的，没有误导性或欺骗性，且投资者并无违反本协议的任何条款。
- 3.2 如果在本协议签署日起满一百八十（180）日当天（或公司、投资者、联席保荐人及保荐人兼整体协调人书面商定的其他日期）或之前，第3.1条所载的任何条件未获满足或被各方豁免（惟第3.1(a)条、第3.1(b)条、第3.1(c)条和第3.1(d)条所列的条件不得豁免，且第3.1(e)条项下的条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免），则投资者购买投资者股份的义务，以及公司和保荐人兼整体协调人发行、配发、配售、配发及/或交付（视乎情况而定）或促使发行、配发、配售、配发及/或交付投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的款项均将由该方在商业上可行的情况下尽快但不晚于本协议终止后三十（30）日内不计利息尽快退还予投资者，并且本协议将予以终止并不再具有效力，且公司、联席保荐人及/或保荐人兼整体协调人所有责任及义务均将停止并终止，但前提是根据本第3.2条终止本协议将不得损害任何一方在本协议终止时或之前已就本协议所载条款产生的对其他各方的权利或义务。为避免疑义，本条款中的任何内容均不得解释为赋予投资者有权对其在截至本条款下上述日期止的期间内于本协议项下分别作出的各项陈述，保证，承诺及确认的任何违反进行补救。
- 3.3 投资者承认无法保证全球发售能够完成、或不会延迟或终止、或发售价将定在公开文件所述的意向性发售价范围内，并且如果全球发售因任何原因延迟或终止、或在预期的日期和时间未能完成或根本无法完成、或发售价不在公开文件列出的区间之间，均不会导致公司、联席保荐人或保荐人兼整体协调人对投资者承担任何责任。投资者特此放弃任何就全球发售因任何原因延迟或终止、或于预期的日期和时间未能完成或根本无法完成、或发售价不在公开文件所述的意向性发售价范围内为由，而对公司、联席保荐人及/或保荐人兼整体协调人或上述各方的联属公司提起任何索赔或诉讼的权利（如有）。

4. 交割

- 4.1 受限于第3条和第4条的规定，投资者将根据国际配售并作为国际配售的一部分，通过保荐人兼整体协调人(及/或其联属公司)作为相关部分国际配售的国际承销商的国际代表的身份，以发行价认购投资者股份。据此，投资者股份将在国际配售交割

之时或在延迟交付日期，按照公司和保荐人兼整体协调人商定的时间和方式同时认购。

- 4.2 在公司需要按上市规则《第18项应用指引》（“回补”）将国际配售中的H股股份重新分配至香港公开发售的情况下，且即使国际配售中的所有投资者认购（投资者及国际配售中的其他基石投资者除外）均被拒绝，但国际配售中的H股股份数量仍不足以满足回补需求（“回补缺口”），则投资者认购的投资者股份数量和其他基石投资者在国际配售中认购的H股股份数量应按比例减少，仅在满足回补缺口的范围内进行调整。为免生疑义，投资者同意，公司和保荐人兼整体协调人可全权酌情决定是否拒绝国际配售中所有或部分投资者的认购（投资者及国际配售中的其他基石投资者除外），以符合上市规则的相关要求（回补要求以外），包括但不限于上市规则第8.08(1)条和第8.08(3)条中的公众持股要求以及上市规则附录F1所载的配售指引。
- 4.3 投资者须在上市日期的前一个营业日以同日收款入帐的方式足额支付总投资额及相关佣金和征费(到保荐人兼整体协调人可能通知投资者的港币银行账户)，并通过即时可用的港元净额，不作任何扣除或抵销，电汇至任何保荐人兼整体协调人于不迟于上市日期前一(1)个完整的营业日书面通知投资者的港元银行账户，该等通知应包括但不限于付款账户详情以及投资者在本协议项下应付的总金额等事项。
- 4.4 如果公司与全球协调人自行酌情决定全部或部分投资者股份应在晚于上市日期的日期交付(“延迟交付日期”)，保荐人兼整体协调人应(i)不迟于上市日期前两(2)个营业日书面通知投资者将延迟交付的投资者股份的数量；及(ii)不迟于实际延迟交付日期前两(2)个营业日书面通知投资者延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一日之后三(3)个营业日。如果投资者股份将于延迟交付日期交付给投资者，投资者仍应根据第4.3条的规定支付投资者股份的价款。
- 4.5 根据第4.3条的规定妥为支付投资者股份的款项的前提下，投资者股份向投资者的交付应通过中央结算系统进行，并将投资者股份直接存入投资者在不迟于上市日期之前两(2)个营业日或根据第4.4条商定的延迟交付日期书面通知保荐人兼整体协调人的指定中央结算系统投资者参与人账户或中央结算系统股票账户中。
- 4.6 在不影响第4.4条的情况下，投资者股份的交付也可以通过公司、联席保荐人、保荐人兼整体协调人和投资者可能书面商定的任何其他方式进行，前提是投资者股份的交付须不迟于超额配股权可行使的最后一日之后的三(3)个营业日。
- 4.7 如果总投资额及相关佣金和征费（无论是全部还是部分）未按本协议规定的时间和方式收到或结算，公司、联席保荐人和保荐人兼整体协调人保留按其分别绝对酌情决定终止本协议的权利，在该等情况下，公司、联席保荐人和保荐人兼整体协调人的所有义务和责任应予停止并终止（但不影响因投资者未遵守其各自在本协议项下的义务而使公司、联席保荐人和保荐人兼整体协调人可能对投资者提出的任何索赔）。对于每一受偿方由于投资者未根据第6.5条的规定全额支付总投资额及相关佣金和征费而可能遭受或发生的或与之相关的任何损失和损害，投资者在任何情况下对此承担全部责任，并以税后方式，向每一受偿方全额赔偿，使受偿方免受损害，并使受偿方在该等损失和损害的基础上获得全面赔偿。

- 4.8 公司、联席保荐人、保荐人兼整体协调人及其各自的联系人均不对其任何因为超出其控制范围的情况所导致未能或延迟履行其在本协议项下的义务承担责任（无论是共同还是各自）；且倘其未能或延迟履行本协议项下义务是因为以下情况所导致，公司、保荐人兼整体协调人和联席保荐人有权终止本协议，该等情况包括但不限于：天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或地区的紧急状态声明、灾难、灾祸、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或疫、疾病爆发、罢工、停工、其他行业行动、严重交通中断、政府运作崩溃或瘫痪、公共秩序混乱、政治不稳定或动荡、敌对行为的爆发、威胁或升级、疾病或流行病的爆发或升级（包括但不限于SARS、H5N1、MERS及COVID-19）、电力或其他供应的全面故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何资金传输系统的故障、禁运、劳资纠纷以及现有或未来法律的变更或任何现有或未来的政府活动。
- 4.9 若未能满足（i）根据上市规则第8.08(3)条的要求，于上市日期公众持有的股份中不得有超过50%由三大公众股东实益拥有，或（ii）上市规则第8.08(1)(a)条的最低公众持股要求，则公司、联席保荐人和保荐人兼整体协调人有权全权酌情调整分配给投资者购买的投资者股份数量，以满足上市规则第8.08条的要求。

5. 对投资者的限制

- 5.1 根据第5.2条的规定，投资者与公司、联席保荐人和保荐人兼整体协调人同意、约定及承诺，未经公司、联席保荐人和保荐人兼整体协调人各自的事先书面同意，其不会直接或间接地在自上市日期起的六(6)个月期限（“**禁售期**”）内的任何时间(i)以任何方式处置任何相关股份或其持有任何相关股份的任何公司或实体的中所拥有的任何权益，包括任何可转换、可交换、可行使或代表接收上述证券权利的任何证券，或持有任何相关股份的任何公司或实体的任何权益，或者同意、订立协议或公开宣布有意订立该等交易；(ii)允许其自身在其最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的任何交易。
- 5.2 第5.1条的任何规定均不妨碍投资者在禁售期内向其任何全资附属公司转让全部或部分相关股份，但前提是，在所有情况下：
- (a) 在该转让前，该全资附属公司应出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人以令其满意的条款出具并以其为受益人）同意受投资者在本协议项下的义务约束，且投资者承诺促使该全资附属公司将受投资者在本协议项下的义务约束，包括本第 5 条中对投资者施加的限制，如同该全资附属公司自身受限于该等义务和限制；
 - (b) 该全资附属公司应被视为已作出第 6 条中规定的相同确认、承诺、陈述和保证；
 - (c) 投资者和投资者的该全资附属公司就其持有的所有相关股份应被视为投资者，并应共同及各别地承担本协议规定的所有责任和义务；

- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再是投资者的全资附属公司，其应（且投资者应促使该附属公司应）立即（且无论如何须在不再是投资者的全资附属公司之前）向投资者或投资者的另一全资附属公司全部及有效地转让其持有的相关股份，根据该等转让，该另一全资附属公司应出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人以令其满意的格式和内容出具并以其为受益人）同意受投资者在本协议项下的义务约束，或投资者促使该另一全资附属公司出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人以令其满意的格式和内容出具并以其为受益人）同意受投资者在本协议项下的义务（包括但不限于本第 5 条对投资者施加的限制）的约束，并作出本协议项下相同的确认、陈述和保证，如同该另一全资附属公司自身受限于该等义务和限制，并应共同及各别地承担本协议施加的所有责任和义务；及
- (e) 该全资附属公司为 (i)非美国人士；(ii)位于美国境外，及(iii)根据美国证券法《S条例》，在离岸交易中收购相关股份。

5.3 投资者同意并承诺，除非经公司、联席保荐人和保荐人兼整体协调人事先书面同意，投资者及其紧密联系人（直接及间接）持有的公司所有已发行的股份总额应少于公司不时全部已发行的股份10%（或上市规则不时就“主要股东”之定义规定的其他百分比）。

5.4 投资者同意，投资者是为自营投资而持有H股股份，经公司、联席保荐人和/或保荐人兼整体协调人合理要求，投资者应及时向公司、联席保荐人和保荐人兼整体协调人提供合理证据，证明投资者为自营投资而持有H股股份。投资者不得，且应促使其控股股东、联系人及其各自的受益所有人不得在全球发售中的通过建册程序申请认购或订购H股股份(投资者股份除外)，或在香港公开发售中申请认购H股股份。

5.5 投资者及其附属公司、董事、高级人员、监事、员工或代理人不得与公司、公司的控股股东、集团任何其他成员或其各自的附属公司、董事、高级人员、监事、员工或代理人达成不符合或违反上市规则（包括上市指引第 4.15 章或香港监管机构不时公布的任何其他指引）的任何安排或协议（包括任何补充函件）。

6. 承认、陈述、承诺及保证

6.1 投资者向公司、联席保荐人及保荐人兼整体协调人中每一方确认、陈述、保证、承诺、同意并确认：

- (a) 公司、联席保荐人及保荐人兼整体协调人中每一方及其附属公司、其或其附属公司的董事、高级人员、监事、雇员、代理人、顾问、联系人、合伙人及代表，均概无就全球发售将（于任何特定期间内或是否）会进行或完成或就发售价将会定在公开文件所述的意向性发售价范围内作出任何陈述、保证、承诺或担保，而且，若全球发售因任何原因被推迟进行、没有进行或没有完成、或若发售价并不在公开文件所述的意向性发售价范围内，则其均概不对投资者承担任何责任；

- (b) 本协议及投资者的背景资料以及本协议拟定的各方之间的关系及安排，须在公开文件及全球发售的其他营销和路演资料中披露，公开文件及该等其他营销及路演资料和公告中将会提及投资者；特别是，本协议将是一份须就全球发售或依据公司（清盘及杂项条文）条例及上市规则送交香港监管机构存档并提供予公众查阅的重大合同；
- (c) 根据上市规则或 FINI 要求提交给联交所的有关投资者的信息将与公司、联交所、香港证监会和其他必要的监管机构共享，并将包括在一份合并的配售人名单中，该名单将在 FINI 上向保荐人兼整体协调人披露；
- (d) 发售价将仅根据且单纯根据全球发售的条款和条件予以确定，而且投资者无任何权利对之提出任何异议；
- (e) 投资者股份将由投资者通过作为国际配售的国际承销商之国际代表的保荐人兼整体协调人及/或其附属公司认购；
- (f) 投资者将根据公司的章程或其他宪章文件，所有适用法律或设立文件以及本协议所载条款和条件（且受其规限下），接纳投资者股份；
- (g) 投资者股份的数目会因 H 股股份按上市规则《第 18 项应用指引》或上市指引第 4.14 章在国际配售和香港公开发售之间进行重新分配，或按联交所不时批准且适用于公司的其他分配比率而受到影响；
- (h) 在订立本协议之时或其前后，或者在其后的任何时间（但在国际配售完成之前），作为国际配售的一部分，公司、联席保荐人及/或保荐人兼整体协调人已经、可能会及/或拟议与一个或多个其他投资者订立关于类似投资的协议；
- (i) 投资者股份未曾且不会根据美国证券法或美国任何一个州或其他司法管辖区的证券法律进行登记，且不可在美国境内提呈发售、转售、质押或以其他方式直接还是间接地转让给任何美国人士或为任何美国人士的账户或利益进行该等发售、转售、质押或其他形式转让，但依据符合美国证券法登记要求的有效登记表格或依据关于美国证券法登记要求的豁免所进行的则除外，在不受美国证券法登记规定约束的交易中所进行也除外，在任何其他司法管辖所进行的而且属该司法管辖区法律所准许的也除外；
- (j) 其明白并同意，投资者股份的转让仅可依照《S 规例》在一项“离岸交易”（定义见美国证券法下《S 规例》）中，于美国境外进行，而且须符合美国任何一个州及任何其他司法管辖区的任何适用证券法律的规定；代表投资者股份的任何股份证书上均应载有内容大致如上所述的说明；
- (k) 其明白，公司、联席保荐人、保荐人兼整体协调人或国际配售的任何国际承销商，或其各自的子公司、附属公司、董事、监事、高级人员、员工、雇员、代理人、顾问、联系人、合伙人及代表均未就是否可依据美国证券法下任何其他豁免进行投资者股份任何后续的再发售、转售、质押或转让，作出过任何陈述；

- (l) 除第 5.2 条所规定之外，若任何投资者股份被投资者的一家全资附属公司持有，只要该附属公司在禁售期届满前继续持有任何投资者股份，则投资者应促使该附属公司维持其为投资者的全资附属公司并继续执行及遵守本协议的条款和条件；
- (m) 就其已收到（并可能在日后还会收到）与投资者投资于（及持有）投资者股份有关且可能构成重大、非公开资料及/或内幕消息（定义见证券及期货条例）的资料，其(i)不得向任何人士披露该等资料（除非向属于为评估对投资者股份进行投资这个唯一目的而需要知悉该等资料的其联属公司、附属公司、董事、高级人员、监事、雇员、顾问和代表（“**许可接收者**”）作出的信息披露或者按法律须作出的信息披露），直至该等资料在投资者或其许可接收者均无过错情形下变成公开资料时为止；(ii) 应尽其最大努力确保其许可接收者（已按照第 6.1(m) 获披露该等资料）不会将该等资料披露给任何人士，但严格基于必需知悉原则已获得披露的其他许可接收者除外；及(iii) 不得且将确保其许可接收者（已按照第 6.1(m) 获披露该等资料）也不会，以可能导致违反美国、香港、中国或与交易相关的其他适用司法管辖区的证券法律（包括有关内幕交易的规定）的方式，直接或间接地买入、出售或交易或买卖 H 股股份或公司或其任何联属公司或联系人的其他证券或衍生产品；
- (n) 本协议和已在保密基础上向投资者及/或其各自代表提供的招股章程草稿及/或初步发售通函草稿中载列的资料，以及可能已在保密基础上（书面或口头）向投资者及/或其各自代表提供的任何其他材料，均不得被复制、披露、传阅或散发给任何其他人士，而且，上述已提供的资料 and 材料均可能会有改动、更新或修订，且尚未完成，因而投资者在决定是否投资于投资者股份时不应依赖该等资料和材料。为避免疑问：
- (i). 招股章程草稿、初步发售通函草稿以及可能已向投资者及/或其代表提供的任何其他材料，均不构成在不准作出相关邀请、要约、招揽或出售的司法管辖区内作出的关于收购、购买或认购任何证券的邀请、要约或招揽，而且，招股章程草稿、初步发售通函草稿以及可能已（书面或口头）向投资者及/或其代表提供的其他材料中，无任何内容构成任何合同或承诺的基础；
- (ii). 不应以初步发售通函草稿、招股章程草稿或可能已（书面或口头）向投资者及/或其代表提供的其他材料为基础，提出或收到关于任何 H 股股份或其他证券的要约或认购邀请，或者进行任何 H 股股份或其他证券的收购或购买；及
- (iii). 初步发售通函草稿、招股章程草稿或可能已（书面或口头）向投资者提供的其他材料，均会在订立本协议之后经过进一步修订，因而投资者在决定是否投资于投资者股份时不应依赖该等资料和材料，而且，投资者在此同意做出前述修订（若有）并放弃其与前述修订（若有）有关的权利；

- (o) 本协议并不一起或单独构成一项关于在美国或在相关证券销售要约属不合法的任何其他司法管辖内销售证券的要约；
- (p) 投资者、其任何附属公司以及其或任何代表其行事的人均未参与，也将不会参与任何就投资者股份的定向销售行为（定义见美国证券法项下的《S 规则》）；
- (q) 其已获得了其认为对购买投资者股份的裨益和风险进行评估而言有必要或需要获得的所有资料，而且，对于公司、投资者股份或其认为对收购投资者股份的裨益和风险进行评估一事而言有必要或需要提问的其他相关事项，其已获得了向公司、联席保荐人或保荐人兼整体协调人提出问题的机会并已获得相关答复，此外，公司已向投资者或其代表提供了该投资者或其代表所需的与投资于投资者股份有关的所有文件和资料；
- (r) 在作出其投资决定时，投资者已且将会仅依赖于公司所刊发的国际发售通函中所提供的资料，而且投资者均未曾且将不会依赖于公司、联席保荐人及/或保荐人兼整体协调人（包括它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司）或其代表在本协议签署日或该日之前可能已向投资者提供的任何其他资料，而且，公司、联席保荐人、保荐人兼整体协调人及它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司均未就国际发售通函中不存在的任何资料或材料之准确性或完整性作出任何陈述或提供任何保证或承诺，另外，公司、联席保荐人、保荐人兼整体协调人及它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司均不、将来也不会因投资者或其董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司使用或依赖于该等资料或材料而对他们承担任何责任，也不就国际发售通函中不存在的任何资料承担任何责任；
- (s) 联席保荐人、保荐人兼整体协调人、其他资本市场中介人，全球发售的其他承销商及它们各自的董事、高级人员、监事、雇员、附属公司、代理人、联系人、附属公司、代表、合伙人和顾问，均未就投资者股份或这些股份的认购、购买或发售的裨益，或就公司或其附属公司的业务、运营、前景、财务或其他方面的状况，或就与此有关的任何其他事项，向其作出任何保证、陈述或建议；而且，除最终的国际发售通函中所披露的之外，公司及其董事、高级人员、监事、雇员、附属公司、代理人、联系人、附属公司、代表和顾问，均未就投资者股份或这些股份的认购、购买或发售的裨益，或就公司或其附属公司的业务、运营、前景、财务或其他方面的状况，或就与此有关的任何其他事项，向投资者作出任何保证、陈述或建议；
- (t) 投资者会遵守本协议、上市规则 and 任何适用的法律项下不时对其适用的、关于由其（直接或间接）处置任何相关股份（即其为或将（直接或间接地）成为实益拥有人的或根据招股章程显示其将成为实益拥有人的相关股份）时需遵守的所有限制（如有）；

- (u) 其已对公司、集团及投资者股份以及本协议中所规定的认购投资者股份的条款作了自身的尽职调查，在其认为必要或适当的情况下已获得其自己的独立顾问的意见（包括税务、监管、财务、会计、法律、货币或其他方面），或其已就税务、监管、财务、会计、法律、货币方面事项或其他与投资于投资者股份有关的事项，以及就对于投资者而言该项投资的适宜性感到满意，其未曾依赖于、也将无权依赖于公司或任何联席保荐人、保荐人兼整体协调人、资本市场中介人或其他与全球发售有关的承销商或它们的代表所获得的或所进行的（视情况而定）与全球发售有关的任何意见（包括税务、监管、财务、会计、法律、货币或其他方面）、尽职调查复核或调研或其他方面的建议或安慰，而且，公司、联席保荐人、保荐人兼整体协调人或它们各自的联系人、联属公司、董事、监事、高级人员、雇员、顾问或代表，均不就投资者购买投资者股份的任何税务、法律、货币或其他方面经济后果或其他后果承担任何责任，也不就与任何投资者股份买卖相关的前述各方面经济后果或其他后果承担任何责任；
- (v) 其明白，目前投资者股份并无公开市场，且公司、联席保荐人及保荐人兼整体协调人均未就投资者股份是否终有一天将会存在公开市场作出过任何保证；
- (w) 如因任何原因无法完成全球发售，则公司、联席保荐人、保荐人兼整体协调人或它们各自的联系人、联属公司、董事、监事、高级人员、雇员、顾问、代理人或代表概不对投资者或其附属公司承担任何责任；
- (x) 公司和保荐人兼整体协调人将有绝对的酌情权变更或调整(i) 在全球发售项下将发售的 H 股股份的数量；及(ii)在香港公开发售和国际配售项下分别将发售的 H 股股份的数量；及
- (y) 投资者已同意，投资总额和相关的佣金和征费的付款应在上市日或依据第 4.6 条约定的其他日期的上午 8:00（香港时间）进行。

6.2 投资者进一步向公司、联席保荐人和保荐人兼整体协调人中的每一位陈述、保证及承诺：

- (a) 其已按照成立地法律正式成立及有效存续且信誉良好，并且未曾就其清算或清盘提交过任何申请、下达过任何命令或通过任何有效决议并无就其任何业务、财产或资产委任接管人；
- (b) 其拥有合法权利与授权拥有、使用、租赁及运营其资产以及按照目前经营业务的方式经营业务；
- (c) 其拥有充分权力、授权与能力签署及交付本协议、签订及执行本协议项下拟议交易以及履行其在本协议项下义务，并且其已采取所需的一切行动（包括从任何政府机构及监管机构或第三方取得一切必要同意、批准与授权）签署及交付本协议、签订及执行本协议项下拟议交易以及履行其在本协议项下义务；

- (d) 本协议已由投资者正式授权、签署及交付，且本协议构成投资者的一项合法、有效及有约束力的义务，并且可以按照本协议条款针对其强制执行；
- (e) 其已采取，并且将在本协议有效期内履行其在本协议项下义务、使本协议以及本协议项下拟议交易生效并且遵守所有相关法律；
- (f) 根据任何相关法律适用于投资者的、并且投资者认购本协议项下投资者股份所需的所有同意、批准、授权、允许与登记（“**批准**”）均已获得并且具有全部效力，并未失效、撤回、撤销或搁置，并且各项批准均未受限于任何尚未满足或履行的先决条件。就投资者作出所有合理查询后所知，投资者并不知悉任何可能导致批准无效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何此类批准因任何原因不再完全有效或无效、被撤销、撤回或搁置，将立即书面通知公司、联席保荐人和保荐人兼整体协调人；
- (g) 投资者签署和交付本协议、履行本协议以及认购或购买（视情况而定）投资者股份，不会违反或导致投资者违反：(i) 投资者的公司组织章程大纲及细则或其他组成或组织文件，或(ii) 就本协议项下拟议交易投资者受之约束的任何司法管辖区的法律，或就投资者认购或收购（视情况而定）投资者股份而言在其他方面适用于投资者的法律，或(iii) 对投资者具约束力的任何协议或其他文据，或(iv) 对投资者拥有司法管辖权的任何政府机构的任何判决、命令或法令；
- (h) 其已遵守并且将遵守与认购投资者股份有关的司法管辖区的所有适用法律，包括，应相关机构的不时要求，直接或（通过公司、联席保荐人及/或保荐人兼整体协调人）间接向联交所、香港证监会、中国证监会和其他的政府机构、公共机构、金融机构或监管机构或机关或证券交易所（合称为“**监管机构**”）提供或促成他人提供相关信息，并且同意根据适用法律或监管机构的要求对该等信息的披露（包括但不限于(i) 投资者及其最终实益拥有人或最终负责作出与购买相关的指令的人士的身份信息（包括但不限于其名称和设立地点）；(ii) 本协议项下的交易（包括但不限于认购投资者股份的详情、投资者股份的数量、总投资额及禁售限制；(iii) 任何涉及投资者股份的互换交易或其他金融或投资产品及其详情（包括但不限于认购者的身份信息及其最终实益拥有人及互换交易或其他金融或投资产品的提供者）；及/或(iv) 投资者或其实益拥有人及联系人及其附属公司之间的任何关联关系（合称为“**投资者相关信息**”））。投资者进一步授权公司、联席保荐人、保荐人兼整体协调人或其各自附属公司、董事、高级人员、监事、雇员、顾问及代表按照上市规则或适用法律或监管机构的要求向该监管机构及/或在任何公开文件或公告中披露投资者相关信息；
- (i) 投资者具有金融和商业事宜的知识和经验，(i) 其能够评估预期投资于投资者股份的裨益和风险；(ii) 其能够承担此项投资的经济风险，包括对投资者股份投资的全部亏损；(iii) 其已收到其认为必要或适当的一切信息以决定是否对投资者股份进行投资；且(iv) 其在对处于类似发展阶段的公司的证券交易方面拥有经验；

- (j) 其通常业务是购买或出售股份或债权证或其他证券，或者其为专业投资者，且通过签署本协议，除在保荐人兼整体协调人开立证券户口以交付投资者股份外，其并未成为与本协议项下拟议交易相关的任何联席保荐人或保荐人兼整体协调人的客户；
- (k) 其认购投资者股份乃属自营交易并为投资目的且在自营投资基础上进行，无意对其在本协议项下认购的任何投资者股份作出分配，并且投资者无权提名任何人担任公司的董事或高级人员；
- (l) 如在美国境外认购投资者股份，则其是在“离岸交易”（定义见美国证券法项下的《S 规则》）中进行此认购行为并且其不是美国人士；
- (m) 投资者是在豁免遵守或不受限于美国证券法项下登记要求的交易中认购投资者股份；
- (n) 投资者及其实益拥有人及/或联系人(i) 均是独立于公司的第三人；(ii) 均不是公司的关连人士（定义见上市规则）或联系人，并且投资者认购投资者股份将不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），尽管投资者与可能会签订（或已经签订了）本协议提及的任何其他一份或多份协议的任何其他一方或多方之间存在任何关系，并且在本协议完成后将立即独立于涉及公司控制权的任何关连人士，且不会与其一致行动（定义见香港公司收购及合并守则）；(iii) 拥有履行本协议项下所有义务的财务能力；(iv) 并未（无论直接或间接）获得(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或该等人士的紧密联系人（定义见上市规则），所提供的资金、资助或支持，并非惯常听从且未曾听从过任何该等人士就公司证券的收购、出售、表决或任何其他处置的指示；及(v)除了向公司、联席保荐人和保荐人兼整体协调人作出书面披露之外，与公司及其股东之间并无任何关联关系；
- (o) 投资者、其实益拥有人与/或联系人均非联席保荐人、保荐人兼整体协调人、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的“关连客户”。“关连客户”、“牵头经纪商”与“分销商”等术语的定义见上市规则附录 F1（股本证券的配售指引）；
- (p) 投资者的账户并非由相关的交易所参与者（定义见上市规则）依照全权管理投资组合协议的规定管理。“全权管理投资组合”一词应具有上市规则附录 F1（股本证券的配售指引）中赋予该术语的含义；
- (q) 投资者、其实益拥有人或其各自的联系人均不是公司或其联系人的董事（包括在此前 12 个月担任董事）、监事或现有股东，亦非上述任何人士的代名人；
- (r) 除非事先获得联席保荐人和保荐人兼整体协调人的书面通知，投资者或其实益拥有人均不属于(a)在联交所 FINI 获配售人清单模板中列出或依据 FINI

界面或上市规则关于获配售人的规定所需要披露的任何获配人类别（除“基石投资人”以外）或(b)任何一组需按照上市规则（包括上市规则第12.08A条）于公司的发售结果公告中指明的获配售人；

- (s) 投资者没有且不会就 H 股股份的分销同任何“分销商”（定义见美国证券法《S 规例》）订立任何合同安排，但同其附属公司订立相关合同安排或取得公司事先书面同意的情况除外；
- (t) 认购投资者股份将根据上市规则附录 F1（股本证券的配售指引）及上市指引第 4.15 章的规定进行；
- (u) 投资者、其实益拥有人及/或联系人均未在公司的任何关连人士、任何联席保荐人、保荐人兼整体协调人或全球发售的任何承销商提供任何（直接或间接）资助的情况下认购本协议项下的投资者股份；投资者及其每一联系人（如有）均独立于已经或将要参与全球发售的其他投资者及其任何联系人且与其没有关连；
- (v) 除根据本协议中规定外，投资者没有就任何投资者股份同任何政府机构或任何第三方达成或订立任何安排、协议或承诺；及
- (w) 除已经向公司、联席保荐人和保荐人兼整体协调人作出的书面披露之外，投资者、其实益拥有人及/或联系人均没有且将不会签署任何涉及投资者股份的互换交易或其他金融或投资产品。

6.3 投资者向公司、联席保荐人和保荐人兼整体协调人陈述并保证，附表 2 所载列的与其相关或与其作为成员公司的集团相关的说明、及向或应要求向监管机构、公司、联席保荐人和保荐人兼整体协调人及其附属公司提供的有关投资者所有信息，在一切方面均为真实、完整、准确，并且不具误导性。在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，其名称以及对本协议的全部或部分说明（包括附表 2 所载列的说明）可以在公司、联席保荐人及保荐人兼整体协调人自主决定必要的范围内在公开文件、营销和路演材料以及公司、联席保荐人及/或保荐人兼整体协调人发布的与全球发售有关的其他公告中予以披露及载列。投资者承诺，将尽快提供与其自身、其所有权（包括最终受益所有权）和/或与与公司、联席保荐人及/或保荐人兼整体协调人可能合理要求的事项另行有关的进一步信息和/或证明文件，以确保其遵守适用法律及/或公司登记或证券登记及/或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。投资者特此同意，在审阅不时提供给投资者的、拟纳入与全球发售有关的此类公开文件和其他营销材料的草稿中的、与其相关或与其作为成员公司的集团公司相关的说明并且作出投资者合理要求的修订（如有）之后，投资者应被视为作出下列保证，即，与其相关或与其作为成员公司的集团公司相关的此类说明在一切方面均为真实、准确、完整且无误导性，并且将及时以书面形式通知任何此类描述的变更，并向公司、联席保荐人和保荐人兼整体协调人提供意见、该等更新的信息和/或支持性文件。

6.4 投资者理解，第 6.1 条和第 6.2 条中的陈述和确认是就（其中包括）香港法律和英国证券法律等法律作出的必要陈述和确认。投资者确认，公司、联席保荐人、保荐人兼整体协调人、资本市场中介人、全球发售的其他承销商及其各自的附属公司、

代理人、联属公司及顾问等都将依赖上述条款载明的投资者的保证、承诺、陈述及确认的真实性、完整性和准确性，并同意在上述条款载明的任何保证、承诺、陈述或确认在任何方面不再准确及完整或成为具有误导性的情况下及时书面通知公司、联席保荐人及保荐人兼整体协调人。

- 6.5 投资者同意并承诺，一经要求，投资者即应充分和有效地补偿（在税后基础上）公司、联席保荐人、保荐人兼整体协调人、资本市场中介人以及全球发售的其他承销商（分别代表其自身并作为其各自的联属公司的受托人）、任何根据美国证券法的规定对其享有控制权的人士及其各自的高级人员、董事、雇员、职员、联系人、合伙人、代理人及代表（统称为“**受偿方**”）下列各项并使其不受损害：因投资者股份的认购、投资者股份或任何与本协议有关的原因（包括由投资者或其高级人员、董事、雇员、职员、联属公司、代理人、代表、联系人或合伙人违反或被指控违反本协议的行为或本协议项下的任何作为或不作为或指称的作为或不作为），而使各受偿方所遭受的任何及所有损失、费用、开支、索赔、诉讼、法律责任、法律程序或损害赔偿，以及任何受偿方因上述行为、或出于上述行为、或与上述行为有关，而对任何此类索赔、诉讼或法律程序进行质疑或抗辩所可能遭受或发生的任何及所有费用、收费、损失或开支。但是，若相关受偿方在认购投资者股份或本协议相关事项中因其自身的欺诈、重大疏忽或故意违约被有管辖权的法院最终判决或仲裁机构最终裁定为唯一及直接原因导致的责任或费用，投资者将不对该等责任或费用根据本协议第 6.5 条承担责任。
- 6.6 投资者在第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）项下作出的每一项承认、确认、陈述、保证、责任及承诺，应解释为独立的承认、确认、陈述、保证、责任或承诺，并应被视为于上市日期及（如适用）延迟交付日期重复作出。
- 6.7 公司陈述、保证并承诺：
- (a) 其根据中国法律正式注册成立并且有效存续；
 - (b) 其拥有充分权力、授权和能力，并已采取所有必要行动以订立本协议并履行其在本协议项下的义务；
 - (c) 在支付款项及履行第 5.1 条项下规定的禁售期的前提下，投资者股份在依照第 4.5 条交付予投资者时将缴足股款，可自由转让，并且不附带任何选择权、留置权、押记、抵押、质押、申索、权益、产权负担及其他第三方权利，且与当时已发行并将在联交所上市的 H 股股份享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、高级人员、监事、雇员及代理人均没有与任何投资者或其联属公司、董事、高级人员、监事、雇员或代理人订立任何与上市规则（包括上市指引第 4.15 章或香港监管机构不时公开的任何其他指引）不符的协议或安排，包括任何补充函件；及
 - (e) 除本协议中有规定外，公司或集团的任何成员公司或其各自的任何联属公司、董事、高级人员、监事、雇员或代理人均没有与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.8 公司承认、确认并同意，投资者将依赖国际发售通函内载列的资料，而且投资者就国际发售通函享有的权利应与在国际配售中购买 H 股股份的其他投资者享有的权利相同。

7. 终止

7.1 本协议可以在下述情况下终止：

- (a) 按照第 3.2 条、第 4.7 条或第 4.8 条终止；
- (b) 即使本协议中存在任何相反规定）如果在国际配售交割时或之前，或如适用，在延迟交付日期或之前，投资者（或根据第 5.2 条受让投资者股份的全资附属公司）实质违反本协议（包括实质违反投资者在本协议项下作出的陈述、保证、承诺和确认），可由公司单独终止或由每一联席保荐人和保荐人兼整体协调人终止；
- (c) 在公司在国际配售完成之前发生重大违约行为（包括公司在本协议项下作出的任何陈述、保证、承诺和确认的重大违约行为）的情况下，投资者有权在向公司、联席保荐人和保荐人兼整体协调人发出书面通知后单方面终止本协议（尽管本协议中有任何相反规定），但前提是投资者和公司尽其合理努力解决相关问题；或
- (d) 经全体各方书面同意终止。

7.2 如果本协议根据第 7.1 条终止，各方无义务继续履行其各自在本协议项下的义务（下文第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应终止，且任何一方无权对任何其他各方提出任何索赔（本规定不影响任何一方在上述终止之时或以前已就本协议中的条款对其他各方产生的权利或责任）。即便如此，第 6.5 条、第 9 条、第 10 条及第 12 条和投资者给予的弥偿在本协议终止后仍有效。

8. 公告和保密

8.1 除非本协议及投资者签订的保密协议另有规定，否则未经其他各方事先书面同意，任何一方不得披露任何有关本协议或本协议所预期交易的信息，亦不得披露涉及公司、联席保荐人、保荐人兼整体协调人、投资者的任何其他安排。尽管有上述规定，任何一方仍可在下述情况下披露本协议：

- (a) 向联交所、香港证监会、中国证监会及/或其他对公司、联席保荐人及/或保荐人兼整体协调人有管辖权的监管机构披露，而投资者的背景资料及公司与投资者之间的关系可在公司拟刊发的公开文件以及公司、联席保荐人及/或保荐人兼整体协调人将要就全球发售发出的营销、路演材料和其他公告中说明；

- (b) 向各方需要了解相关信息的法律和财务顾问、审计师和其他顾问，以及附属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理作出披露，前提是该一方应(i)促使该一方的每一位该等法律、财务和其他顾问及附属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理知道并遵守本协议中载明的所有保密义务；及(ii)继续对该一方的该等法律、财务和其他顾问及附属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理任何违反该等保密义务的行为承担责任；及
- (c) 任何一方可在其他情况下，根据任何适用法律或对该一方有管辖权的任何政府机构或机构（包括联交所、香港证监会和中国证监会）或证券交易所规则的要求披露（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重要合同提交香港公司注册处办理登记手续并且供公众查阅），或根据任何有权的政府机构的任何有约束力的判决、命令或要求披露。

- 8.2 除非投资者事先咨询公司、联席保荐人和保荐人兼整体协调人从而就披露的原则、格式和内容征得其事先书面同意，否则投资者不应另行提及或披露本协议或本协议的任何附带事宜。
- 8.3 公司应尽其合理努力，于任何公开文件刊发前，向投资者提供该公开文件中所载列的任何与本协议、公司与投资者之间关系以及与投资者的基本背景资料有关的陈述，供投资者审阅。投资者应各自与公司、联席保荐人和保荐人兼整体协调人合作，确保上述公开文件中提及的关于其自身的所有情况均是真实、完整、准确且不具有误导性的，且公开文件没有遗漏关于其自身的任何重要信息，并且应迅速向公司、联席保荐人和保荐人兼整体协调人及其各自的顾问提供任何修改意见及核实文件。
- 8.4 投资者承诺将迅速提供为编制第 8.1 条中提及须作出的任何披露而可能合理要求的一切协助（包括提供公司、联席保荐人或保荐人兼整体协调人可能合理要求的与其自身、其所有权（包括最终实益拥有权）有关的及/或在其他方面与其中所述事宜相关的进一步资料及/或证明文件），以便：(i) 更新在本协议日期后公开文件中关于投资者的说明并核实该等参考信息；及(ii) 使公司、联席保荐人及/或保荐人兼整体协调人得以符合适用的公司或证券登记规定及/或具有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的要求。

9. 通知

- 9.1 所有在本协议项下交付的通知均应以英文或中文书面形式作出，并以第 9.2 条规定的方式送达至以下地址：

若送达公司

地址： 中国江苏省张家港市国泰北路 236 号
电子邮箱： shijian@guofuhee.com
收件人： 施剑先生

若送达投资者

地址： 中国江苏省张家港市港城大道 606 号创投大厦 21 楼

电子邮箱: mengjiaxi@zjgicc.com.cn
收件人: 孟佳曦

若送达海通资本

地址: 香港中环港景街 1 号国际金融中心一期 3001-3006 室
及 3015-3016 室
电子邮箱: project.158@htisec.com
收件人: Project 158 执行组

若送达中信證券香港

地址: 香港金钟道 88 号太古广场一期 18 楼
电子邮箱: Project158@clsa.com
收件人: Project 158 执行组

若送达海通证券

地址: 香港中环港景街 1 号国际金融中心一期 28 楼
电子邮箱: project.158@htisec.com
收件人: Project 158 执行组

若送达中信里昂

地址: 香港金钟道 88 号太古广场一期 18 楼
电子邮箱: Project158@clsa.com
收件人: Project 158 执行组

- 9.2 本协议项下交付的任何通知均应由专人送递或以电邮或预付邮资的邮递方式发送。任何通知在以下时间视为送达: 专人交付的, 于交付时; 以电邮形式发送的, 于传输完成且无收到未送达通知时; 以预付邮资的邮递方式发送的 (如无证据表明提早收到), 于寄出 48 小时后 (若为航空邮件则于寄出六天后)。任何在非营业日送达的通知应视为在该日之后的第一个营业日送达。

10. 一般条款

- 10.1 各方分别确认并陈述, 本协议已由其正式授权、签署并交付, 并构成其合法、有效且具有约束力的义务, 可以按照本协议条款对其强制执行。除公司就实施全球发售可能要求的有关同意、批准和授权外, 上述各方履行各自在本协议项下的义务均不需要取得公司、股东或其他人员的任何同意、批准或授权。各方均进一步确认其能够履行本协议项下描述的义务。
- 10.2 各联席保荐人和保荐人兼整体协调人于本协议项下的义务是个别的 (并非共同的或共同及个别的)。各联席保荐人或保荐人兼整体协调人均不对其他联席保荐人或保荐人兼整体协调人未能履行其于本协议项下的义务而负任何责任, 且该等未能履约不影响其他联席保荐人或保荐人兼整体协调人执行本协议的条款。尽管有上述规定, 在适用法律允许的范围内, 每个联席保荐人和保荐人兼整体协调人应有权单独或与其他联席保荐人或保荐人兼整体协调人一起行使其在本协议项下的任何或所有权利。

- 10.3 除非存在明显错误，否则公司及保荐人兼整体协调人就本协议中的投资者股份数量和发售价真诚作出的计算和决定是不可推翻的。
- 10.4 投资者、公司、联席保荐人和保荐人兼整体协调人应相互合作，向第三方发出为本协议之目的必须或有可能必须向第三方发出的任何通知（或向第三方发出必须或有可能必须向第三方发出的任何与本协议有关的通知），或者从第三方获得为本协议之目的必须或有可能必须从第三方获得的同意及/或批准（或从第三方获得必须或有可能必须从第三方获得的任何与本协议有关的同意及/或批准）。
- 10.5 除非以书面方式作出且经全体各方或其代表签署，否则对本协议作出的修订或变更应无效。
- 10.6 本协议以中文书就。
- 10.7 除非相关各方另有书面约定，否则每一方应承担各自与本协议有关的法律费用和专业费用、成本或开支，但因本协议预期进行的交易产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间为本协议的要素，但本协议中提及的任何时间、日期或期限均可通过各方之间的书面协议予以延展。
- 10.9 即使已按照本协议第 4 条完成交割，本协议所有条款中，凡是能够履行和遵守的，除非已经各方书面同意予以终止，否则应继续完全有效且具有十足效力，但与届时已履行过的事项相关的条款除外。
- 10.10 本协议构成各方之间就投资者投资于公司一事所达成的完整协议和谅解，但投资者签订的保密协议除外。本协议取代了此前达成的有关本协议主题事项的所有书面或口头承诺、担保、保证、陈述、通讯、谅解和协议。
- 10.11 在本条款 10.11 中另有规定的范围内，任何非本协议一方的人士无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，但这不影响第三方在合约（第三者权利）条例之外存在或可获得的权利或补救：
- (a) 各受偿方可强制执行和依赖第 6.5，如同其为本协议的一方一般。
 - (b) 本协议的终止或撤销以及对任何条款的修订、更改或豁免无须经第 10.11(a) 款所述人士同意。
- 10.12 每一联席保荐人和保荐人兼整体协调人均有权且在此获授权按其认为适当的方式和条件（无论有否完成正式手续并无需将任何下述转授事先通知公司或投资者），将其所有或任何相关权利、责任、权力和酌情权转授予其一家或多家联属公司。尽管存在任何上述转授，对获其根据本款转授相关权利、责任、权力及/或酌情权的其任何联属公司的作为和不作为，该联席保荐人或保荐人兼整体协调人仍须承担责任。
- 10.13 一方延迟或未能（全部或部分）行使或强制执行本协议或法律所规定的任何权利，不应被视为对该权利的解除或放弃，对该一方进一步行使或强制执行该权利或任何

其他权利的能力也不构成任何限制。任何前述权利或补救权的单次行使或部分行使不妨碍该项权利或补救权的再次行使或进一步行使，也不妨碍任何其他权利或补救权的行使。本协议所规定的权利、权力和补救权均属累加的，并不排除任何权利、权力和补救权（不论是否法律所规定的）。就任何违反本协议任何规定的行为所作的权利放弃，必须以书面形式作出且经被主张已放弃该权利的一方签署，否则无效，也不得默示放弃。

10.14 若本协议任何条款于任何时候依据任何司法管辖区法律在任何方面属于或成为非法、无效或不能强制执行，不应影响或削弱：

(a) 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) 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。

10.15 本协议应对各方及其各自继承人、遗产执行人、破产管理人、承继人和获准受让人均有约束力，且仅为了各方及其各自继承人、遗产执行人、破产管理人、承继人和获准受让人的利益而发生效力，任何其他人士均未获得也不拥有本协议项下任何权利，也不因本协议而获得或拥有该等权利。除为了内部重组或重整之目的外，任何一方不得转让或转移其在本协议中的或在本协议项下的全部或任何部分的利益、权益或权利。本协议项下义务是不可转让的。

10.16 在不影响就其他各方所蒙受的所有损失和损害对投资者索赔的所有权利这一前提下，如果上市日期和延迟交付日期（若适用）当日或该日之前存在任何违反投资者所作保证的行为，即使本协议中另有相反规定，公司、联席保荐人和保荐人兼整体协调人均应有权撤销本协议，而且，各方在本协议项下所有义务应终止。

10.17 每一方均向其他各方承诺，其应签署为使本协议条款发生效力而必需的进一步文件，并履行为使本协议规定发生效力而必需的进一步行为，而且应确保该等进一步的文件和行为得以签署和履行。

11. 适用法律和管辖

11.1 本协议及各方的关系受香港法律的管辖并据香港法律解释。

11.2 因本协议所引起或与本协议有关的任何争议、纠纷或索偿或有关本协议的违反、终止或效力均应按照提交仲裁申请时有有效的香港国际仲裁中心机构仲裁规则通过仲裁最终解决。仲裁地应为香港。仲裁员人数为三名，仲裁语言为中文。仲裁庭的决定及裁决应为终局决定及裁决且对所有方具有约束力，并可在任何具有管辖权的法院申请执行仲裁裁决，所有方在此不可撤销及无条件地放弃任何及所有以任何形式向任何司法机构进行上诉、审查或追索的权利（在可有效作出该等放弃的前提下）。尽管有上述规定，各方应有权在委任仲裁庭之前向某一具有管辖权的法院寻求获得临时禁制令或其他临时性救济。在不影响在某一国法院的管辖权项下可能享有的该等临时性补救的情况下，仲裁庭应有充分权力授予临时性补救或命令各方要求某一

法院对其所授予的任何临时性或初步性救济进行修改或撤销，并就任何一方未能遵守上述仲裁庭命令的做法判令损害赔偿。

12. 豁免权

- 12.1 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（以享有主权或王室地位或其他事由为由）对于下列各项享有任何豁免权或可主张其自身或其资产、财产或营业收入应享有任何豁免权：对于任何诉讼、起诉、法律程序或其他法律程序（包括仲裁），或对于抵销或反诉，或对于任何法院的管辖，或对于法律文件送达，或对于任何判决、决定、命令或裁决（包括任何仲裁裁决）所附带的或为协助执行该等判决、裁定、决定、命令或裁决（包括任何仲裁裁决）而需进行的扣押，或对于为提供任何救济所需的或为执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）所进行的其他诉讼、起诉或法律程序；或如果在任何该等法律程序中，其自身或其资产、财产或营业收入可能享有任何该等豁免权（无论其主张与否），则投资者特此不可撤销地和无条件地放弃、且同意绝不申请或主张与任何前述法律程序有关的任何该等豁免权。

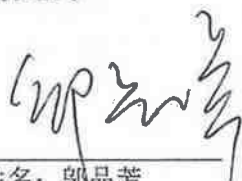
13. 复本

- 13.1 本协议可签署多份复本，并且可由每一方在单独的复本上签署。每份复本均为正本，但全部复本一起应构成同一份文据。以电邮附件（PDF 格式）交付本协议经签署复本的签署页，应为有效的交付方式。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

江苏国富氢能技术装备股份有限公司

代表签字：



姓名：郭品芳
职位：执行董事





悦创新能源香港有限公司

代表签字:

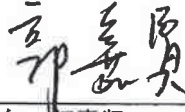
赵永立

姓名: 赵永立

职位: 董事

海通国际资本有限公司

代表签字：

Handwritten signature in black ink, appearing to be '郭嘉贤' (Guo Jiaxian).

姓名：郭嘉贤

职位：执行董事

中信證券(香港)有限公司

代表簽字:

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

姓名: 王逸旻

職位: 董事

海通国际证券有限公司

代表签字:

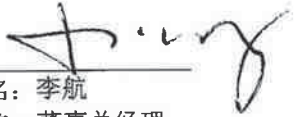
Handwritten signature in cursive script, appearing to read 'Chen Yi', written over a horizontal line.

姓名: 陈艺

职位: 董事总经理

中信里昂證券有限公司

代表簽字:


姓名: 李航
职位: 董事总经理

中信里昂證券有限公司

代表簽字：



姓名：王逸旻

職位：董事

附表 1

投资者股份

投资者股份的数目

投资者股份的数目等于(1)100,000,000 港币（含投资者就投资者股份将要支付的佣金和费用），除以(2)发售价，向下调整至最接近的每手 100 股 H 股股份的完整交易单位。

按照上市规则《第 18 项应用指引》第 4.2 段、上市指引第 4.14 章以及联交所授予的豁免（如有），在香港公开发售出现超额认购时，投资者在本协议项下将要认购的投资者股份的数目可能会受到 H 股股份在国际配售和香港公开发售之间重新分配的影响。如果香港公开发售中的 H 股股份总需求属于招股章程中“全球发售的架构及条件-香港公开发售-重新分配”章节中规定的情况，则投资者股份的数目可能会按比例扣减以满足香港公开发售项下的公众需求。详情请参阅本协议第 4.1 和 4.2 条。

附表 2

投资者的详情

投资者

| | |
|----------------------------------|--|
| 注册成立所在地: | 香港 |
| 注册成立证书编号: | 76719396 |
| 商业登记号码: | 76719396-000-06-24-4 |
| 法人实体识别码 (“LEI 号码”): | 不适用 |
| 营业地址及电话及联络人: | 营业地址: 香港湾仔骆克道 89 号湾仔中央大厦 4 楼 401 室
电话: +8615506159626
联络人: 孟佳曦 |
| 主营业务: | 资讯科技服务活动 |
| 最终控股股东: | 张家港市金茂集体资产经营管理中心 (集体所有制企业) |
| 最终控股股东注册成立所在地: | 中国江苏省张家港市 |
| 最终控股股东商业登记号码及 LEI 号码: | 不适用 |
| 最终控股股东主营业务: | 投资、管理、收益; 投资咨询、企业管理及信息咨询服务。(依法须经批准的项目, 经相关部门批准后方可开展经营活动) |
| 股东及持有的权益: | 由张家港悦创新能源合伙企业 (有限合伙) 100% 持有 |
| 有关投资者的说明以供载入招股章程 (以招股章程最终披露的为准): | 悦创新能源香港有限公司 (「悦创新能源香港」) 为一家于 2024 年 6 月 24 日在香港注册成立为有限公司的投资控股公司。悦创新能源香港由张家港悦创新能源合伙企业 (有限合伙) (「悦创新能源」) 全资拥有。

悦创新能源为一家于 2024 年 6 月 7 日在中国成立的有限合伙企业, 出资额为人民币 |

| | |
|--|--|
| | <p>190.1 百万元，主要从事新兴能源技术、新材料技术的研发；企业管理；企业管理咨询；股权投资及自有资金投资活动（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）。</p> <p>截至最后实际可行日期，悦创新能源由暨阳创新（张家港）投资管理有限公司（「暨阳创新（张家港）」）作为普通合伙人持有 0.0526%，及由张家港产业资本投资有限公司（「张家港产业资本」）及张家港市悦祥新能源科技有限公司（「张家港悦祥新能源科技」）作为有限合伙人分别持有 49.9737% 及 49.9737%。暨阳创新（张家港）由（i）张家港市金茂集体资产经营管理中心持有 90.0%，该中心是一家集体所有制企业，由超过 50 人拥有，每人持有的股份均少于 30%；及（ii）由张家港产业投资管理有限公司（由张家港市国有资产管理中心间接拥有）持有 10.0%。张家港产业资本亦由张家港市国有资产管理中心间接拥有。张家港悦祥新能源科技由张家港经开区控股集团有限公司全资拥有，而张家港经开区控股集团有限公司则由张家港经开区国有资本投资运营集团有限公司及张家港市悦润投资发展有限公司（均由张家港经济技术开发区管理委员会监督及管理）分别持有 76.3528% 及 23.6472%）。</p> |
| <p>有关投资者类别（根据联交所 FINI 获配售人清单模板列出或依据 FINI 界面需要披露）¹</p> | <p>基石投资者</p> |

¹ 包括所有相关的投资者类别：（i）发行人的现有或过往雇员；（ii）发行人的客户或顾客；（iii）发行人的供应商；（iv）独立定价投资者（定义见上市规则第 18C 章）；（v）酌情管理投资组合（根据《上市规则》附录 F1 的定义）；（vi）自由裁量信托；（vii）中国政府机构；（viii）关连客户（定义见上市规则附录 F1）；（ix）现有股东、董事紧密联系人（定义见上市规则第 1 章）；（x）保荐人或紧密联系人；（xi）承销商及/或分销商或其紧密联系人；或（xii）非证监会认可基金。

基石投资协议

2024年11月5日

江苏国富氢能技术装备股份有限公司

及

香港前沿碳中禾有限公司

及

海通国际资本有限公司

及

中信證券（香港）有限公司

及

海通国际证券有限公司

及

中信里昂證券有限公司

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本协议（本“协议”）由以下各方于 2024 年 11 月 5 日订立

各方：

- (1) 江苏国富氢能技术装备股份有限公司，一家在中华人民共和国成立的股份有限公司，注册地址为中国江苏省张家港市国泰北路 236 号（“公司”）；
- (2) 香港前沿碳中禾有限公司，一家在香港成立的有限公司，注册地址为香港湾仔骆克道 89 号湾仔中央大厦 4 楼 401 室（“投资者”）；
- (3) 海通国际资本有限公司，一家在香港成立的有限公司，地址位于香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室（“海通资本”）；
- (4) 中信證券（香港）有限公司，一家在香港成立的有限公司，地址位于香港金钟道 88 号太古广场一期 18 楼（“中信證券香港”，其与海通资本统称为“联席保荐人”，单独称为一名“联席保荐人”）；
- (5) 海通国际证券有限公司，一家在香港成立的有限公司，地址位于香港德辅道中 189 号李宝椿大厦 22 楼（“海通证券”）；及
- (6) 中信里昂證券有限公司，一家在香港成立的有限公司，地址位于香港金钟道 88 号太古广场一期 18 楼（“中信里昂”，其与海通证券统称为“保荐人兼整体协调人”，单独称为一名“保荐人兼整体协调人”）。

鉴于：

- (A). 公司已提交透过全球发售方式将其 H 股股份（定义见下文）在联交所（定义见下文）上市的申请（“全球发售”）。全球发售将包括：
 - (i). 向香港公众初步发售 600,000 股 H 股股份（定义见下文）供认购（“香港公开发售”），及
 - (ii). 依赖美国证券法（定义见下文）项下的《S规例》在美国境外以有条件配售方式向投资者（包括向香港的专业投资者和机构投资者）初步发售 5,400,000 股 H 股股份（“国际配售”）。
- (B). 海通资本及中信證券香港为全球发售的联席保荐人；海通证券及中信里昂为全球发售的保荐人兼整体协调人及资本市场中介人。
- (C). 受限于本协议所载的条款和条件且在该等条款和条件的基础上，作为国际配售的一部分，投资者希望认购投资者股份（定义见下文）。

各方协议如下：

1. 定义及解释

1.1. 在本协议（包括其附表及前言）中，除非另有约定，下列词汇和用语具有以下含义：

“**联属公司**”就特定个人或实体而言，除文意另有所指外，是指直接地或通过一个或多个中间实体间接地控制该个人或实体的，或者被该个人或实体控制的或其与该个人或实体共同受第三方控制的任何个人或实体。就本定义而言，“控制”（包括英文本中“控制”一词的其他形态和“共同受控制”）意指直接或间接地拥有指导或引导某一人士管理和政策方向的权力（无论通过拥有表决权的证券、合同或其他方式）；

“**会财局**”指香港会计及财务汇报局；

“**总投资额**”指相等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(f)条所赋予的含义；

“**联系人/紧密联系人**”应具有上市规则所赋予的含义，而“各联系人/各紧密联系人”应据此予以相应解释；

“**佣金**”指根据费用规则（定义见上市规则）第 7(1)段规定按总投资额的 1%计算得出的佣金；

“**营业日**”指香港持牌银行一般对外正常营业以及联交所对外进行证券买卖业务的任何日子（星期六、星期日或香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和经营的中央结算及交收系统；

“**交割**”指根据本协议的条款和条件进行投资者股份认购交易的交割；

“**公司章程**”指《公司章程》（香港法例第 622 章），经不时修订、补充或以其他方式修改；

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

“**关连人士/核心关连人士**”应具有上市规则所赋予的含义，而“各关连人士/各核心关连人士”亦须据此解释；

“**关联关系**”应具有中国证监会备案规则所赋予的含义；

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

“**控股股东**”，除文意另有所指外，须具有上市规则赋予该词的含义，而“**各控股股东**”亦须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其指引；

“**处置**”就任何相关股份而言，包括直接或间接地：

- (i). 要约出售、质押、抵押、出售、按揭、出借、设立、转让、让与或以其他方式处置在相关股份中的或在可转换成、可行权以取得或可交换成该等相关股份的任何其他证券中的任何法律上权益或实益权益（其方式包括设立或同意设立任何关于前述证券购买、认购、出借或以其他方式转让或处置的期权或合约，或者出售或授予或同意出售或授予任何关于前述证券购买、认购、出借或以其他方式转让或处置的期权或合约或权证或相关权利，或者购买或同意购买任何关于出售前述证券的期权、合约、权证或权利，或对其设置任何抵押或同意对其设置任何抵押）（不论是直接还是间接，也不论是有条件或无条件），或者在该等相关股份中或可转换成、可行权以取得或可交换成该等相关股份的任何其他证券或代表有权获得该等相关股份或其中任何权益的任何其他证券中的任何法律上权益或实益权益之上设立任何性质的第三方权利，或者订立合约以便这样做（不论是直接还是间接，也不论是有条件或无条件）；或
- (ii). 订立任何交易或其他协议约定将该等相关股份或该等其他证券的所有权或在其中的任何权益，或将该等所有权或权益的任何经济后果或其所附带的任何经济后果，部分或全部转让他人；或
- (iii). 直接或间接地订立与上述第(i)段和第(ii)段中任何一项交易具有相同经济效果的任何其他交易；或
- (iv). 同意或缔约或公开宣布或披露有意订立上述第(i)至(iii)段中任何一项交易，就每一情形而言，无论上述第(i)至(iii)段中的任何一项交易是否将以交付相关股份或可转换为或可行权以取得或可交换为相关股份的其他证券的方式结算，还是以现金或其他方式结算；

“**FINI**”应具有上市规则所赋予的含义；

“**全球发售**”具有鉴于条款(A)所赋予的含义；

“**政府机构**”是指任何政府、监管或行政部门的委员会、理事会、机构、机关或代理机构，或者任何证券交易所、自律组织或其他非政府监管机构，或者任何法院、司法机关、仲裁庭或仲裁员，就每一情形而言，不论是国家、中央、联邦、省、州、地区、市、地方级别的，也不论是国内、国外的还是超国家性质的（包括但不限于上交所、香港证监会和中国证监会）；

“**集团**”指公司及其附属公司；

“**H 股股份**”指公司股本中面值为人民币 1.00 元并将以港元认购及交易且拟在联交所上市的境外上市的外资普通股；

“**港元**”指香港法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有鉴于条款(A)所赋予的含义；

“**国际发售通函**”指公司将向有意向的投资人（包括投资者）发出的与国际配售有关的最终发售通函；

“**国际配售**”具有鉴于条款(A)所赋予的含义；

“**投资者相关信息**”具有第 6.2(h)条所赋予的含义；

“**投资者股份**”指投资者根据本协议条款及条件，按照附表 1 进行计算，并由公司及保荐人兼整体协调人确定的，于国际配售中供认购的 H 股股份数目；

“**法律**”指所有相关司法管辖区的任何政府机构（包括联交所、香港证监会和中国证监会）的所有法律、成文法规、立法、条例、规则、法例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”，就总投资额而言，指费率为 0.0027%（或上市日期所采用的交易征费费率）的香港证监会交易征费、费率为 0.00565%（或上市日期所采用的交易费率）的联交所交易费及费率为 0.00015%（或上市日期所采用的交易费率）的会财局交易征费；

“**临港前沿投资**”指临港新片区道禾前沿碳中禾(上海)私募投资基金合伙企业(有限合伙)；

“**上市日期**”指 H 股股份首次在联交所主板上市日期；

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

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所的上市决策、指引及其他规定（不时修订、补充或以其他方式修改的版本）；

“**禁售期**”具有第 5.1 条所赋予的含义；

“**发售价**”指将根据全球发售进行发售或出售 H 股股份的每股 H 股股份的最终港元价格（不包括佣金和征费）；

“**超额配股权**”具有国际发售通函所赋予的定义；

“**各方**”指名列于本协议的各方；“**一方**”指他们其中任何一个（如文意所指）；

“**配置一期**”指上海临港新片区道禾一期产业资产配置股权投资基金合伙企业（有限合伙）；

“**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地区；

“**初步发售通函**”指公司将向有意向的投资人（包括投资者）发出的与国际配售有关的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有证券及期货条例附表 1 第 1 部所赋予的含义；

“**招股章程**”指公司将就香港公开发售在香港刊行的最终版招股章程；

“**公开文件**”指公司为国际配售将刊发的初步发售通函和国际发售通函，为香港公开发售将在香港刊发的招股章程，正式通告，以及公司就全球发售可能发出的其他有关文件和公告（上述各项均可经不时修改或补充）；

“**监管机构**”具有第 6.2(h)条所赋予的含义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式资产重组（不论该等交易是以现金或其他方式结算）从投资者股份衍生出来的公司任何股份或其它证券或权益；

“**美国证券法**”指经修订的美国 1933 年证券法；

“**香港证监会**”指香港证券及期货事务监察委员会；

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

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所赋予的含义；

“**美国**”指美利坚合众国及其属地、领地、美国任何州以及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有美国证券法项下《S 规例》所赋予的含义。

1.2. 在本协议中，除文意另有所指外：

(a) 凡提及“**条**”、“**款**”或“**附表**”时，均指本协议中的条或附表；

(b) 索引、条款和附表标题仅为方便阅读起见，不得影响对本协议的理解或解释；

- (c) 前言及附表构成本协议不可分割的组成部分，并具有同等效力和作用，犹如本协议正文明确所载，以及凡提及本协议时，应包含前言及附表；
- (d) 某词语单数形式，其含义应包括该词语的复数含义，反之亦然；具有一种性别意义的词汇应包括另一种性别的含义；
- (e) 凡提及本协议或其他文件时，应包括本协议或其他文件的任何修订或替换；
- (f) 提及成文法、成文法条款、法规或规则时，均应包括已提及：
 - (i). 不时被任何成文法或成文法条款合并、修订、补充、修改、重订或替代后的成文法、条款、法规或规则；
 - (ii). 任何经其重订（不论是否修改）且已被废止的成文法、成文法规定、法规或规则；及
 - (iii). 其项下的任何附属立法；
- (g) 凡提及时间及日期时，除非另有指明，均分别指香港时间及日期；
- (h) 凡提及“**人士**”时，包括提及自然人、企业、公司、法人团体、非法人组织或机构、政府、国家或国家机构、合营、联营或合伙（不论是否具有独立的法人地位）；
- (i) 对“**包括**”及“**包含**”的提及，应分别解释为包括但不限于及包含但不限于；及
- (j) 凡提及有关香港以外任何司法管辖区的任何诉讼、补救、方法或司法程序、法律文件法律地位、法院、官员或任何法律概念或事物的法律术语时，均应视为包含该司法管辖区内含义与相关香港法律术语最为接近的术语。

2. 投资

- 2.1 受限于第3条所述的条件获得满足（或由各方豁免，惟第3.1(a)条、第3.1(b)条、第3.1(c)条与第3.1(d)条所列的条件不得豁免，并且第3.1(e)条项下条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免）及本协议的其他条款及条件：
 - (a) 投资者将按照国际配售并作为国际配售一部分，通过保荐人兼整体协调人及/或其联属公司（作为国际配售相关部分的国际承销商的国际代表）按发售价认购投资者股份，且公司将按发售价发行、配发及发售，且保荐人兼整体协调人将按发售价配发及/或交付（视情况而定）或安排配发及/或交付（视情况而定）投资者股份予投资者；及
 - (b) 投资者将根据第4.3条规定支付有关投资者股份的总投资额、佣金及征费。

2.2 投资者可通过以不迟于上市日期前三（3）个营业日书面通知公司、联席保荐人及保荐人兼整体协调人的方式选择通过作为专业投资者的其全资附属公司认购投资者股份，该全资附属公司属(i)非美国人士；(ii)位于美国境外；及(iii)根据美国证券法《S 规例》，在离岸交易中收购投资者股份，但前提是：

- (a) 投资者应当促使该全资附属公司于同日向公司、联席保荐人及保荐人兼整体协调人提供书面确认函称其同意遵守投资者在本协议中所作出的相同约定、声明、保证、承诺、认可和确认，并且投资者在本协议中所作出的该等约定、声明、保证、承诺、认可和确认将被视为由投资者为其自身及代表该全资附属公司所作出；及
- (b) 投资者无条件及不可撤销地向公司、联席保荐人及保荐人兼整体协调人保证该全资附属公司将妥善且准时履行并遵守其在本协议项下所应遵守的所有的约定、义务、承诺、保证、声明、赔偿、同意、认可、确认及契约。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，即一经要求有义务向公司、联席保荐人或保荐人兼整体协调人支付该全资附属公司在本协议项下任何应付款项，以及一经要求有义务及时履行该全资附属公司在本协议项下的任何义务，而无需要求公司、联席保荐人或保荐人兼整体协调人先针对该全资附属公司或任何其他其他人采取措施。除非本协议另有规定，“投资者”一词在本协议中视为包含该全资附属公司。

2.3 公司及整体协调人（定义见招股章程）（就其自身并代表资本市场中介人及全球发售的承销商）将按照其约定的方式确定发售价。投资者股份的具体数量将由公司及保荐人兼整体协调人依照附表1规定进行最终确定，且除明显错误外，该等决定对投资者将是终局的和具有约束力的。

3. 交割条件

3.1 投资者根据本协议第2.1条认购投资者股份的义务，以及公司和保荐人兼整体协调人根据第2.1条发行、配发、配售、配发及/或交付（视乎情况而定），或促使发行、配发、配售、配发及/或交付（视乎情况而定）投资者股份的义务，受限于以下各项条件于交割时或之前获得满足或由各方豁免（惟第3.1(a)条、第3.1(b)条、第3.1(c)条和第3.1(d)条所列的条件不得豁免，且第3.1(e)条项下的条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免）：

- (a) 香港公开发售和国际配售的承销协议经已订立并在不迟于该等承销协议指明的时间和日期之前生效并成为无条件（根据其各自的原定条款或其后由该等协议的各方商定的豁免或修订），且上述承销协议没有被终止；
- (b) 发售价已经由公司及整体协调人（定义见招股章程）根据订立的定价协议商定一致，定价协议预期将由公司与整体协调人（定义见招股章程）（就其自身并代表全球发售承销商）订立，以记录对最终发售价的共识；

- (c) 联交所上市委员会已经批准H股股份（包括投资者股份）上市和买卖，及其他适用的豁免申请及许可，及该等批准、同意或豁免并未在H股股份于联交所上市交易前被撤销；
- (d) 无任何政府机构制定或颁布任何法律，禁止完成全球发售中预期的或本协议预期的交易，而且无由具有管辖权的法院颁布的任何命令或禁制令来阻止或禁止完成该等交易；及
- (e) 投资者在本协议项下所作的陈述、保证、承诺和确认在所有方面均属且将会是准确、真实及完整的，没有误导性或欺骗性，且投资者并无违反本协议的任何条款。

3.2 如果在本协议签署日起满一百八十（180）日当天（或公司、投资者、联席保荐人及保荐人兼整体协调人书面商定的其他日期）或之前，第3.1条所载的任何条件未获满足或被各方豁免（惟第3.1(a)条、第3.1(b)条、第3.1(c)条和第3.1(d)条所列的条件不得豁免，且第3.1(e)条项下的条件仅可由公司、联席保荐人及保荐人兼整体协调人豁免），则投资者购买投资者股份的义务，以及公司和保荐人兼整体协调人发行、配发、配售、配发及/或交付（视乎情况而定）或促使发行、配发、配售、配发及/或交付投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的款项均将由该方在投资者购买投资者股份的义务终止之日起15个自然日内不计利息退还予投资者，超出归还期限的，按照8%年利率计息（由公司承担），并且本协议将予以终止并不再具有效力，且公司、联席保荐人及/或保荐人兼整体协调人所有责任及义务均将停止并终止，但前提是根据本第3.2条终止本协议将不得损害任何一方在本协议终止时或之前已就本协议所载条款产生的对其他各方的权利或义务。为避免疑义，本条款中的任何内容均不得解释为赋予投资者有权对其在截至本条款下上述日期止的期间内于本协议项下分别作出的各项陈述，保证，承诺及确认的任何违反进行补救。

3.3 投资者承认无法保证全球发售能够完成、或不会延迟或终止、或发售价将定在公开文件所述的意向性发售价范围内，并且如果全球发售非因公司、联席保荐人及/或保荐人兼整体协调人的欺诈或重大疏忽导致延迟或终止、或在预期的日期和时间未能完成或根本无法完成、或发售价不在公开文件列出的区间之间，均不会导致公司、联席保荐人或保荐人兼整体协调人对投资者承担任何责任。投资者特此放弃就全球发售非因公司、联席保荐人及/或保荐人兼整体协调人的欺诈或重大疏忽导致的延迟或终止、或于预期的日期和时间未能完成或根本无法完成、或发售价不在公开文件所述的意向性发售价范围内为由，而对公司、联席保荐人及/或全球协调人或上述各方的联属公司提起任何索赔或诉讼的权利（如有），但投资者根据本协议向任何其他方支付的款项由该方在上述情形发生之日起15个自然日内退还予投资者，超出归还期限的，按照8%年利率计息（公司承担）。

4. 交割

4.1 受限於第3条和第4条的规定，投资者将根据国际配售并作为国际配售的一部分，通过保荐人兼整体协调人(及/或其联属公司)作为相关部分国际配售的国际承销商的

国际代表的身份，以发行价认购投资者股份。据此，投资者股份将在国际配售交割之时，按照公司和保荐人兼整体协调人商定的时间和方式同时认购。

- 4.2 在公司需要按上市规则《第18项应用指引》（“回补”）将国际配售中的H股股份重新分配至香港公开发售的情况下，且即使国际配售中的所有投资者认购（投资者及国际配售中的其他签署基石投资协议的基石投资者除外）均被拒绝，但国际配售中的H股股份数量仍不足以满足回补需求（“回补缺口”），则投资者认购的投资者股份数量和其他基石投资者在国际配售中认购的H股股份数量应按比例减少，仅在满足回补缺口的范围内进行调整。为免生疑义，投资者同意，公司和保荐人兼整体协调人可全权酌情决定是否拒绝国际配售中所有或部分投资者的认购（投资者及国际配售中的其他基石投资者除外），以符合上市规则的相关要求（回补要求以外），包括但不限于上市规则第8.08(1)条和第8.08(3)条中的公众持股要求以及上市规则附录F1所载的配售指引。
- 4.3 投资者须在上市日期的前一个营业日以同日收款入帐的方式足额支付总投资额及相关佣金和征费(到保荐人兼整体协调人可能通知投资者的港币银行账户)，并通过即时可用的港元净额，不作任何扣除或抵销，电汇至任何保荐人兼整体协调人于不迟于上市日期前一(1)个完整的营业日书面通知投资者的港元银行账户，该等通知应包括但不限于付款账户详情以及投资者在本协议项下应付的总金额等事项。
- 4.4 根据第4.3条的规定妥为支付投资者股份的款项的前提下，投资者股份向投资者的交付应通过中央结算系统进行，并将投资者股份直接存入投资者在不迟于上市日期之前两(2)个营业日书面通知保荐人兼整体协调人的指定中央结算系统投资者参与人账户或中央结算系统股票账户中。
- 4.5 投资者股份的交付也可以通过公司、联席保荐人、保荐人兼整体协调人和投资者可能书面商定的任何其他方式进行，前提是投资者股份的交付须不迟于上市日期。
- 4.6 如果总投资额及相关佣金和征费（无论是全部还是部分）未按本协议规定的时间和方式收到或结算，公司、联席保荐人和保荐人兼整体协调人保留按其分别绝对酌情决定终止本协议的权利，在该等情况下，公司、联席保荐人和保荐人兼整体协调人的所有义务和责任应予停止并终止（但不影响因投资者未遵守其各自在本协议项下的义务而使公司、联席保荐人和保荐人兼整体协调人可能对投资者提出的任何索赔）。
- 4.7 公司、联席保荐人、保荐人兼整体协调人及其各自的联系人均不对其任何因为超出其控制范围的情况所导致未能或延迟履行其在本协议项下的义务承担责任（无论是共同还是各自）；且倘其未能或延迟履行本协议项下义务是因为以下情况所导致，公司、保荐人兼整体协调人和联席保荐人有权终止本协议，该等情况包括但不限于：天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或地区的紧急状态声明、灾难、灾祸、危机、经济制裁、爆炸、海啸、地震、火山爆发、火灾、骚乱、叛乱、内乱、流行病或疫、疾病爆发、罢工、停工、其他行业行动、严重交通中断、政府运作崩溃或瘫痪、公共秩序混乱、政治不稳定或动荡、敌对行为的爆发、威胁或升级、疾病或流行病的爆发或升级（包括但不限于SARS、H5N1、MERS及COVID-19）、电力或其他供应的全面故障、飞机碰撞、技术故障、意外或机械或电气故障、

计算机故障或任何资金传输系统的故障、禁运、劳资纠纷以及现有或未来法律的变更或任何现有或未来的政府活动。

- 4.8 若未能满足 (i) 根据上市规则第8.08(3)条的要求，于上市日期公众持有的股份中不得有超过50%由三大公众股东实益拥有，或 (ii) 上市规则第8.08(1)(a)条的最低公众持股要求，则公司、联席保荐人和保荐人兼整体协调人有权全权酌情调整分配给投资者购买的投资者股份数量，以满足上市规则第8.08条的要求。

5. 对投资者的限制

- 5.1 根据第5.2条的规定，投资者与公司、联席保荐人和保荐人兼整体协调人同意、约定及承诺，未经公司、联席保荐人和保荐人兼整体协调人各自的事先书面同意，其不会直接或间接地在自上市日期起的六(6)个月期限（“**禁售期**”）内的任何时间(i)以任何方式处置任何相关股份或其在持有任何相关股份的任何公司或实体的中所拥有的任何权益，包括任何可转换、可交换、可行使或代表接收上述证券权利的任何证券，或持有任何相关股份的任何公司或实体的任何权益，或者同意、订立协议或公开宣布有意订立该等交易；(ii)允许其自身在其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的任何交易；如在禁售期后的任何时间出售任何有关股份(或就出售达成协议或订立合约，或公布出售意向)，投资者应于拟议出售前书面通知公司、联席保荐人及保荐人兼整体协调人，并确保有关出售符合所有适用法律。未免疑义，公司、联席保荐人和保荐人兼整体协调人确认，在第5.1条规定的禁售期届满后，投资者有权在符合适用法律规定的前提下，自由处置任何相关股份。

- 5.2 第5.1条的任何规定均不妨碍投资者在禁售期内向其任何全资附属公司转让全部或部分相关股份，但前提是，在所有情况下：

- (a) 在该转让前，该全资附属公司应出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人以令其满意的条款出具并以它们为受益人）同意受投资者在本协议项下的义务约束，且投资者承诺促使该全资附属公司将受投资者在本协议项下的义务约束，包括本第 5 条中对投资者施加的限制，如同该全资附属公司自身受限于该等义务和限制；
- (b) 该全资附属公司应被视为已作出第 6 条中规定的相同确认、承诺、陈述和保证；
- (c) 投资者和投资者的该全资附属公司就其持有的所有相关股份应被视为投资者，并应共同及各别地承担本协议规定的所有责任和义务；
- (d) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再是投资者的全资附属公司，其应（且投资者应促使该附属公司应）立即（且无论如何须在不再是投资者的全资附属公司之前）向投资者或投资者的另一全资附属公司全部及有效地转让其持有的相关股份，根据该等转让，该另一全资附属公司应出具书面承诺（向公司、联席保荐人和保荐人兼整体协调人

以令其满意的格式和内容出具并以它们为受益人)同意受投资者在本协议项下的义务约束,或投资者促使该另一全资附属公司出具书面承诺(向公司、联席保荐人和保荐人兼整体协调人以令其满意的格式和内容出具并以它们为受益人)同意受投资者在本协议项下的义务(包括但不限于本第5条对投资者施加的限制)的约束,并作出本协议项下相同的确认、陈述和保证,如同该另一全资附属公司自身受限于该等义务和限制,并应共同及各别地承担本协议施加的所有责任和义务;及

(e) 该全资附属公司为 (i)非美国人士; (ii)位于美国境外, 及(iii)根据美国证券法《S条例》, 在离岸交易中收购相关股份。

5.3 投资者同意并承诺, 除非经公司、联席保荐人和保荐人兼整体协调人事先书面同意, 投资者及其紧密联系人(直接及间接)持有的公司所有已发行的股份总额应少于公司不时全部已发行的股份10%(或上市规则不时就“主要股东”之定义规定的其他百分比)。

5.4 投资者同意, 投资者是为自营投资而持有H股股份, 经公司、联席保荐人和/或保荐人兼整体协调人合理要求, 投资者应及时向公司、联席保荐人和保荐人兼整体协调人提供合理证据, 证明投资者为自营投资而持有H股股份。投资者不得, 且应促使其控股股东、联系人及其各自的受益所有人不得在全球发售中的通过建册程序申请认购或订购H股股份(投资者股份除外), 或在香港公开发售中申请认购H股股份。

5.5 投资者及其附属公司、董事、高级人员、监事、员工或代理人不得与公司、公司的控股股东、集团任何其他成员或其各自的附属公司、董事、高级人员、监事、员工或代理人达成不符合或违反上市规则(包括上市指引第4.15章或香港监管机构不时公布的任何其他指引)的任何安排或协议(包括任何补充函件)。

6. 承认、陈述、承诺及保证

6.1 投资者向公司、联席保荐人及保荐人兼整体协调人中每一方确认、陈述、保证、承诺、同意并确认:

(a) 公司、联席保荐人及保荐人兼整体协调人中每一方及其附属公司、其或其附属公司的董事、高级人员、监事、雇员、代理人、顾问、联系人、合伙人及代表, 均概无就全球发售将(于任何特定期限内或是否)会进行或完成或就发售价将会定在公开文件所述的意向性发售价范围内作出任何陈述、保证、承诺或担保, 而且, 若全球发售非因公司、联席保荐人及/或保荐人兼整体协调人的欺诈或重大疏忽导致被推迟进行、没有进行或没有完成、或若发售价并不在公开文件所述的意向性发售价范围内, 则其均概不对投资者承担任何责任;

(b) 本协议及投资者的背景资料以及本协议拟定的各方之间的关系及安排, 须在公开文件及全球发售的其他营销和路演资料中披露, 公开文件及该等其他营销及路演资料和公告中将会提及投资者; 特别是, 本协议将是一份

须就全球发售或依据公司（清盘及杂项条文）条例及上市规则送交香港监管机构存档并提供予公众查阅的重大合同；

- (c) 根据上市规则或 FINI 要求提交给联交所的有关投资者的信息将与公司、联交所、香港证监会和其他必要的监管机构共享，并将包括在一份合并的配售人名单中，该名单将在 FINI 上向保荐人兼整体协调人披露；
- (d) 发售价将仅根据且单纯根据全球发售的条款和条件予以确定，而且投资者无任何权利对之提出任何异议；
- (e) 投资者股份将由投资者通过作为国际配售的国际承销商之国际代表的保荐人兼整体协调人及/或其附属公司认购；
- (f) 投资者将根据公司的章程或其他宪章文件，所有适用法律或设立文件以及本协议所载条款和条件（且受其规限下），接纳投资者股份；
- (g) 投资者股份的数目会因 H 股股份按上市规则《第 18 项应用指引》或上市指引第 4.14 章在国际配售和香港公开发售之间进行重新分配，或按联交所不时批准且适用于公司的其他分配比率而受到影响；
- (h) 在订立本协议之时或其前后，或者在其后的任何时间（但在国际配售完成之前），作为国际配售的一部分，公司、联席保荐人及/或保荐人兼整体协调人已经、可能会及/或拟议与一个或多个其他投资者订立关于类似投资的协议；
- (i) 投资者股份未曾且不会根据美国证券法或美国任何一个州或其他司法管辖区的证券法律进行登记，且不可在美国境内提呈发售、转售、质押或以其他方式直接还是间接地转让给任何美国人士或为任何美国人士的账户或利益进行该等发售、转售、质押或其他形式转让，但依据符合美国证券法登记要求的有效登记表格或依据关于美国证券法登记要求的豁免所进行的则除外，在不受美国证券法登记规定约束的交易中所进行也除外，在任何其他司法管辖所进行的而且属该司法管辖区法律所准许的也除外；
- (j) 其明白并同意，投资者股份的转让仅可依照《S 规例》在一项“离岸交易”（定义见美国证券法下《S 规例》）中，于美国境外进行，而且须符合美国任何一个州及任何其他司法管辖区的任何适用证券法律的规定；代表投资者股份的任何股份证书上均应载有内容大致如上所述的说明；
- (k) 其明白，公司、联席保荐人、保荐人兼整体协调人或国际配售的任何国际承销商，或其各自的子公司、附属公司、董事、监事、高级人员、员工、雇员、代理人、顾问、联系人、合伙人及代表均未就是否可依据美国证券法下任何其他豁免进行投资者股份任何后续的再发售、转售、质押或转让，作出过任何陈述；
- (l) 除第 5.2 条所规定之外，若任何投资者股份被投资者的一家全资附属公司持有，只要该附属公司在禁售期届满前继续持有任何投资者股份，则投资者

应促使该附属公司维持其为投资者的全资附属公司并继续执行及遵守本协议的条款和条件；

- (m) 就其已收到（并可能在日后还会收到）与投资者投资于（及持有）投资者股份有关且可能构成重大、非公开资料及/或内幕消息（定义见证券及期货条例）的资料，其(i)不得向任何人士披露该等资料（除非向属于为评估对投资者股份进行投资这个唯一目的而需要知悉该等资料的其附属公司、附属公司、董事、高级人员、监事、雇员、顾问和代表（“**许可接收者**”）作出的信息披露或者按法律须作出的信息披露），直至该等资料在投资者或其许可接收者均无过错情形下变成公开资料时为止；(ii) 应尽其最大努力确保其许可接收者（已按照第 6.1(m) 获披露该等资料）不会将该等资料披露给任何人士，但严格基于必需知悉原则已获得披露的其他许可接收者除外；及(iii) 不得且将确保其许可接收者（已按照第 6.1(m) 获披露该等资料）也不会，以可能导致违反美国、香港、中国或与交易相关的其他适用司法管辖区的证券法律（包括有关内幕交易的规定）的方式，直接或间接地买入、出售或交易或买卖 H 股股份或其任何附属公司或联系人的其他证券或衍生产品；
- (n) 本协议和已在保密基础上向投资者及/或其各自代表提供的招股章程草稿及/或初步发售通函草稿中载列的资料，以及可能已在保密基础上（书面或口头）向投资者及/或其各自代表提供的任何其他材料，均不得被复制、披露、传阅或散发给任何其他人士，而且，上述已提供的资料均可能会有改动、更新或修订，且尚未完成，因而投资者在决定是否投资于投资者股份时不应依赖该等资料和材料。为避免疑问：
- (i). 招股章程草稿、初步发售通函草稿以及可能已向投资者及/或其代表提供的任何其他材料，均不构成在不准作出相关邀请、要约、招揽或出售的司法管辖区内作出的关于收购、购买或认购任何证券的邀请、要约或招揽，而且，招股章程草稿、初步发售通函草稿以及可能已（书面或口头）向投资者及/或其代表提供的其他材料中，无任何内容构成任何合同或承诺的基础；
- (ii). 不应以初步发售通函草稿、招股章程草稿或可能已（书面或口头）向投资者及/或其代表提供的其他材料为基础，提出或收到关于任何 H 股股份或其他证券的要约或认购邀请，或者进行任何 H 股股份或其他证券的收购或购买；及
- (iii). 初步发售通函草稿、招股章程草稿或可能已（书面或口头）向投资者提供的其他材料，均会在订立本协议之后经过进一步修订，因而投资者在决定是否投资于投资者股份时不应依赖该等资料和材料，而且，投资者在此同意做出前述修订（若有）并放弃其与前述修订（若有）有关的权利，但公司、联席保荐人及保荐人兼整体协调人应在对上述资料 and 材料进行重大的改动、更新或修订后及时通知投资者；

- (o) 本协议并不一起或单独构成一项关于在美国或在相关证券销售要约属不合法的任何其他司法管辖内销售证券的要约；
- (p) 投资者、其任何附属公司以及其或任何代表其行事的人均未参与，也将不会参与任何就投资者股份的定向销售行为（定义见美国证券法项下的《S 规则》）；
- (q) 其已获得了其认为对购买投资者股份的裨益和风险进行评估而言有必要或需要获得的所有资料，而且，对于公司、投资者股份或其认为对收购投资者股份的裨益和风险进行评估一事而言有必要或需要提问的其他相关事项，其已获得了向公司、联席保荐人或保荐人兼整体协调人提出问题的机会并已获得相关答复，此外，公司已向投资者或其代表提供了该投资者或其代表所需的与投资于投资者股份有关的所有文件和资料；
- (r) 在作出其投资决定时，投资者已且将会仅依赖于公司所刊发的国际发售通函中所提供的资料，而且投资者均未曾且将不会依赖于公司、联席保荐人及/或保荐人兼整体协调人（包括它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司）或其代表在本协议签署日或该日之前可能已向投资者提供的任何其他资料，而且，公司、联席保荐人、保荐人兼整体协调人及它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司均未就国际发售通函中不存在的任何资料或材料之准确性或完整性作出任何陈述或提供任何保证或承诺，另外，公司、联席保荐人、保荐人兼整体协调人及它们各自的董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司均不、将来也不会因投资者或其董事、高级人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属公司使用或依赖于该等资料或材料而对他们承担任何责任，也不就国际发售通函中不存在的任何资料承担任何责任；
- (s) 联席保荐人、保荐人兼整体协调人、其他资本市场中介人，全球发售的其他承销商及它们各自的董事、高级人员、监事、雇员、附属公司、代理人、联系人、附属公司、代表、合伙人和顾问，均未就投资者股份或这些股份的认购、购买或发售的裨益，或就公司或其附属公司的业务、运营、前景、财务或其他方面的状况，或就与此有关的任何其他事项，向其作出任何保证、陈述或建议；而且，除最终的国际发售通函中所披露的之外，公司及其董事、高级人员、监事、雇员、附属公司、代理人、联系人、附属公司、代表和顾问，均未就投资者股份或这些股份的认购、购买或发售的裨益，或就公司或其附属公司的业务、运营、前景、财务或其他方面的状况，或就与此有关的任何其他事项，向投资者作出任何保证、陈述或建议；
- (t) 投资者会遵守本协议、上市规则 and 任何适用的法律项下不时对其适用的、关于由其（直接或间接）处置任何相关股份（即其为或将（直接或间接地）成为实益拥有人的或根据招股章程显示其将成为实益拥有人的相关股份）时需遵守的所有限制（如有）；

- (u) 其已对公司、集团及投资者股份以及本协议中所规定的认购投资者股份的条款作了自身的尽职调查，其在其认为必要或适当的情况下已获得其自己的独立顾问的意见（包括税务、监管、财务、会计、法律、货币或其他方面），或其已就税务、监管、财务、会计、法律、货币方面事项或其他与投资于投资者股份有关的事项，以及就对于投资者而言该项投资的适宜性感到满意，其未曾依赖于、也将无权依赖于公司或任何联席保荐人、保荐人兼整体协调人、资本市场中介人或其他与全球发售有关的承销商或它们的代表所获得的或所进行的（视情况而定）与全球发售有关的任何意见（包括税务、监管、财务、会计、法律、货币或其他方面）、尽职调查复核或调研或其他方面的建议或安慰，而且，公司、联席保荐人、保荐人兼整体协调人或它们各自的联系人、联属公司、董事、监事、高级人员、雇员、顾问或代表，均不就投资者购买投资者股份的任何税务、法律、货币或其他方面经济后果或其他后果承担任何责任，也不就与任何投资者股份买卖相关的前述各方面经济后果或其他后果承担任何责任；
- (v) 其明白，目前投资者股份并无公开市场，且公司、联席保荐人及保荐人兼整体协调人均未就投资者股份是否终有一天将会存在公开市场作出过任何保证；
- (w) 公司和保荐人兼整体协调人将有绝对的酌情权变更或调整(i) 在全球发售项下将发售的 H 股股份的数量；及(ii)在香港公开发售和国际配售项下分别将发售的 H 股股份的数量；及
- (x) 投资者已同意，投资总额和相关的佣金和征费的付款应在上市日期的前一个营业日依据第 4.3 条的约定进行。

6.2 投资者进一步向公司、联席保荐人和保荐人兼整体协调人中的每一位陈述、保证及承诺：

- (a) 其已按照成立地法律正式成立及有效存续且信誉良好，并且未曾就其清算或清盘提交过任何申请、下达过任何命令或通过任何有效决议并无就其任何业务、财产或资产委任接管人；
- (b) 其拥有合法权利与授权拥有、使用、租赁及运营其资产以及按照目前经营业务的方式经营业务；
- (c) 其拥有充分权力、授权与能力签署及交付本协议、签订及执行本协议项下拟议交易以及履行其在本协议项下义务，并且其已采取所需的一切行动（包括从任何政府机构及监管机构或第三方取得一切必要同意、批准与授权）签署及交付本协议、签订及执行本协议项下拟议交易以及履行其在本协议项下义务；
- (d) 本协议已由投资者正式授权、签署及交付，且本协议构成投资者的一项合法、有效及有约束力的义务，并且可以按照本协议条款针对其强制执行；

- (e) 其已并且将在本协议有效期内履行其在本协议项下义务、使本协议以及本协议项下拟议交易生效并且遵守所有相关法律；
- (f) 根据任何相关法律适用于投资者的、并且投资者认购本协议项下投资者股份所需的所有同意、批准、授权、允许与登记（“**批准**”）均已获得并且具有全部效力，并未失效、撤回、撤销或搁置，并且各项批准均未受限于任何尚未满足或履行的先决条件。投资者并不知悉任何可能导致批准无效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何此类批准因任何原因不再完全有效或无效、被撤销、撤回或搁置，将立即书面通知公司、联席保荐人和保荐人兼整体协调人；
- (g) 投资者签署和交付本协议、履行本协议以及认购或购买（视情况而定）投资者股份，不会违反或导致投资者违反：(i) 投资者的公司组织大纲及细则或其他组成或组织文件，或(ii) 就本协议项下拟议交易投资者受之约束的任何司法管辖区的法律，或就投资者认购或收购（视情况而定）投资者股份而言在其他方面适用于投资者的法律，或(iii) 对投资者具约束力的任何协议或其他文据，或(iv) 对投资者拥有司法管辖权的任何政府机构的任何判决、命令或法令；
- (h) 其已遵守并且将遵守与认购投资者股份有关的司法管辖区的所有适用法律，包括，应相关机构的不时要求，直接或（通过公司、联席保荐人及/或保荐人兼整体协调人）间接向联交所、香港证监会、中国证监会和其他的政府机构、公共机构、金融机构或监管机构或机关或证券交易所（合称为“**监管机构**”）提供或促成他人提供相关信息，并且同意根据适用法律或监管机构的要求对该等信息的披露（包括但不限于(i) 投资者及其最终实益拥有人或最终负责作出与购买相关的指令的人士的身份信息（包括但不限于其名称和设立地点）；(ii) 本协议项下的交易（包括但不限于认购投资者股份的详情、投资者股份的数量、总投资额及禁售限制；(iii) 任何涉及投资者股份的互换交易或其他金融或投资产品及其详情（包括但不限于认购者的身份信息及其最终实益拥有人及互换交易或其他金融或投资产品的提供者）；及/或(iv) 投资者或其实益拥有人及联系人与公司及其附属公司之间的任何关联关系（合称为“**投资者相关信息**”））。投资者进一步授权公司、联席保荐人、保荐人兼整体协调人或其各自附属公司、董事、高级人员、监事、雇员、顾问及代表按照上市规则或适用法律或监管机构的要求向该监管机构及/或在任何公开文件或公告中披露投资者相关信息；
- (i) 投资者具有金融和商业事宜的知识和经验，(i) 其能够评估预期投资于投资者股份的裨益和风险；(ii) 其能够承担此项投资的经济风险，包括对投资者股份投资的全部亏损；(iii) 其已收到其认为必要或适当的一切信息以决定是否对投资者股份进行投资；且(iv) 其在对处于类似发展阶段的公司的证券投资交易方面拥有经验；
- (j) 其通常业务是购买或出售股份或债权证或其他证券，或者其为专业投资者，且通过签署本协议，除在保荐人兼整体协调人开立证券户口以交付投资者

股份外，其并未成为与本协议项下拟议交易相关的任何联席保荐人或保荐人兼整体协调人的客户；

- (k) 其认购投资者股份乃属自营交易并为投资目的且在自营投资基础上进行，无意对其在本协议项下认购的任何投资者股份作出分配，并且投资者无权提名任何人担任公司的董事或高级人员；
- (l) 如在美国境外认购投资者股份，则其是在“离岸交易”（定义见美国证券法项下的《S 规例》）中进行此认购行为并且其不是美国人士；
- (m) 投资者是在豁免遵守或不受限于美国证券法项下登记要求的交易中认购投资者股份；
- (n) 投资者及其实益拥有人及/或联系人(i) 均是独立于公司的第三人；(ii) 均不是公司的关连人士（定义见上市规则）或联系人，并且投资者认购投资者股份将不会导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），尽管投资者与可能会签订（或已经签订了）本协议提及的任何其他一份或多份协议的任何其他一方或多方之间存在任何关系，并且在本协议完成后将立即独立于涉及公司控制权的任何关连人士，且不会与其一致行动（定义见香港公司收购及合并守则）；(iii) 拥有履行本协议项下所有义务的财务能力；(iv) 并未（无论直接或间接）获得(a)公司任何核心关连人士（定义见上市规则）或(b)公司、公司或附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东或该等人士的紧密联系人（定义见上市规则），所提供的资金、资助或支持，并非惯常听从且未曾听从过任何该等人士就公司证券的收购、出售、表决或任何其他处置的指示；及(v)除了向公司、联席保荐人和保荐人兼整体协调人作出书面披露之外，与公司及其股东之间并无任何关联关系；
- (o) 投资者、其实益拥有人与/或联系人均非联席保荐人、保荐人兼整体协调人、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的“关连客户”。“关连客户”、“牵头经纪商”与“分销商”等术语的定义见上市规则附录 F1（股本证券的配售指引）；
- (p) 投资者的账户并非由相关的交易所参与者（定义见上市规则）依照全权管理投资组合协议的规定管理。“全权管理投资组合”一词应具有上市规则附录 F1（股本证券的配售指引）中赋予该术语的含义；
- (q) 投资者、其实益拥有人或其各自的联系人均不是公司或其联系人的董事（包括在此前 12 个月担任董事）、监事或现有股东，亦非上述任何人士的代名人；
- (r) 除非事先获得联席保荐人和保荐人兼整体协调人的书面通知，投资者或其实益拥有人均不属于(a)在联交所 FINI 获配售人清单模板中列出或依据 FINI 界面或上市规则关于获配售人的规定所需要披露的任何获配售人类别（除“基石投资人”以外）或(b)任何一组需按照上市规则（包括上市规则第 12.08A 条）于公司的发售结果公告中指定的获配售人；

- (s) 投资者没有且不会就 H 股股份的分销同任何“分销商”（定义见美国证券法《S 规例》）订立任何合同安排，但同其附属公司订立相关合同安排或取得公司事先书面同意的情况除外；
- (t) 认购投资者股份将根据上市规则附录 F1（股本证券的配售指引）及上市指引第 4.15 章的规定进行；
- (u) 投资者、其实益拥有人及/或联系人均未在公司的任何关连人士、任何联席保荐人、保荐人兼整体协调人或全球发售的任何承销商提供任何（直接或间接）资助的情况下认购本协议项下的投资者股份；投资者及其每一联系人（如有）均独立于已经或将要参与全球发售的其他投资者及其任何联系人且与其没有关连；
- (v) 除根据本协议中规定外，投资者没有就任何投资者股份同任何政府机构或任何第三方达成或订立任何安排、协议或承诺；及
- (w) 除已经向公司、联席保荐人和保荐人兼整体协调人作出的书面披露之外，投资者、其实益拥有人及/或联系人均没有且将不会签署任何涉及投资者股份的互换交易或其他金融或投资产品。

6.3 投资者向公司、联席保荐人和保荐人兼整体协调人陈述并保证，附表 2 所载列的与其相关或与其作为成员公司的集团相关的说明、及向或应要求向监管机构、公司、联席保荐人和保荐人兼整体协调人及其附属公司提供的有关投资者所有信息，在一切方面均为真实、完整、准确，并且不具误导性。在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，其名称以及对本协议的全部或部分说明（包括附表 2 所载列的说明）可以在公司、联席保荐人及保荐人兼整体协调人自主决定必要的范围内在公开文件、营销和路演材料以及公司、联席保荐人及/或保荐人兼整体协调人发布的与全球发售有关的其他公告中予以披露及载列。投资者承诺，将尽快提供与其自身、其所有权（包括最终受益所有权）和/或与公司、联席保荐人及/或保荐人兼整体协调人可能合理要求的事项另行有关的进一步信息和/或证明文件，以确保其遵守适用法律及/或公司登记或证券登记及/或包括联交所、香港证监会和中国证监会在内的主管监管机构的要求。投资者特此同意，在审阅不时提供给投资者的、拟纳入与全球发售有关的此类公开文件和其他营销材料的草稿中的、与其相关或与其作为成员公司的集团公司相关的说明并且作出投资者合理要求的修订（如有）之后，投资者应被视为作出下列保证，即，与其相关或与其作为成员公司的集团公司相关的此类说明在一切方面均为真实、准确、完整且无误导性，并且将及时以书面形式通知任何此类描述的变更，并向公司、联席保荐人和保荐人兼整体协调人提供意见、该等更新的信息和/或支持性文件。

6.4 投资者理解，第 6.1 条和第 6.2 条中的陈述和确认是就（其中包括）香港法律和英国证券法律等法律作出的必要陈述和确认。投资者确认，公司、联席保荐人、保荐人兼整体协调人、资本市场中介人、全球发售的其他承销商及其各自的附属公司、代理人、附属公司及顾问等均将依赖上述条款载明的投资者的保证、承诺、陈述及确认的真实性、完整性和准确性，并同意在上述条款载明的任何保证、承诺、陈述

或确认在任何方面不再准确及完整或成为具有误导性的情况下及时书面通知公司、联席保荐人及保荐人兼整体协调人。

- 6.5 投资者在第 6.1、6.2、6.3 及 6.4（视情况而定）项下作出的每一项承认、确认、陈述、保证、责任及承诺，应解释为独立的承认、确认、陈述、保证、责任或承诺，并应被视为于上市日期重复作出。
- 6.6 公司陈述、保证并承诺：
- (a) 其根据中国法律正式注册成立并且有效存续；
 - (b) 其拥有充分权力、授权和能力，并已采取所有必要行动以订立本协议并履行其在本协议项下的义务；
 - (c) 在支付款项及履行第 5.1 条项下规定的禁售期的前提下，投资者股份在依照第 4.5 条交付予投资者时将缴足股款，可自由转让，并且不附带任何选择权、留置权、押记、抵押、质押、申索、权益、产权负担及其他第三方权利，且与当时已发行并将在联交所上市的 H 股股份享有同等权益；
 - (d) 公司及其控股股东（定义见上市规则）、集团任何成员公司及其各自的联属公司、董事、高级人员、监事、雇员及代理人均没有与任何投资者或其联属公司、董事、高级人员、监事、雇员或代理人订立任何与上市规则（包括上市指引第 4.15 章或香港监管机构不时公开的任何其他指引）不符的协议或安排，包括任何补充函件；
 - (e) 除本协议中有规定外，公司或集团的任何成员公司或其各自的任何联属公司、董事、高级人员、监事、雇员或代理人均没有与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺；及
 - (f) 其已向投资者提供了其所要求的对购买投资者股份的裨益和风险进行评估而言有必要或需要获得的资料、与投资者股份有关的文件和资料。
- 6.7 公司承认、确认并同意，投资者将依赖国际发售通函内载列的资料，而且投资者就国际发售通函享有的权利应与在国际配售中购买 H 股股份的其他投资者享有的权利相同。

7. 终止

- 7.1 本协议可以在下述情况下终止：
- (a) 按照第 3.2 条、第 4.6 条或第 4.7 条终止；
 - (b) 即使本协议中存在任何相反规定）如果在国际配售交割时或之前，投资者（或根据第 5.2 条受让投资者股份的全资附属公司）实质违反本协议（包括

实质违反投资者在本协议项下作出的陈述、保证、承诺和确认)，可由公司单独终止或由每一联席保荐人和保荐人兼整体协调人终止；或

(c) 经全体各方书面同意终止。

7.2 如果本协议根据第 7.1 条终止，各方无义务继续履行其各自在本协议项下的义务（下文第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应终止，且任何一方无权对任何其他各方提出任何索赔（本规定不影响任何一方在上述终止之时或以前已就本协议中的条款对其他各方产生的权利或责任）。即便如此，第 9 条、第 10 条及第 12 条在本协议终止后仍有效。

8. 公告和保密

8.1 除非本协议另有规定，否则未经其他各方事先书面同意，任何一方不得披露任何有关本协议或本协议所预期交易的信息，亦不得披露涉及公司、联席保荐人、保荐人兼整体协调人、投资者的任何其他安排。尽管有上述规定，任何一方仍可在下述情况下披露本协议：

(a) 向联交所、香港证监会、中国证监会及/或其他对公司、联席保荐人及/或保荐人兼整体协调人有管辖权的监管机构披露，而投资者的背景资料及公司与投资者之间的关系可在公司拟刊发的公开文件以及公司、联席保荐人及/或保荐人兼整体协调人将要就全球发售发出的营销、路演材料和其他公告中说明；

(b) 向各方需要了解相关信息的法律和财务顾问、审计师和其他顾问，以及联属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理作出披露，前提是该一方应(i)促使该一方的每一位该等法律、财务和其他顾问及联属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理知道并遵守本协议中载明的所有保密义务；及(ii)继续对该一方的该等法律、财务和其他顾问及联属公司、联系人、董事、高级人员、监事和相关雇员、代表和代理任何违反该等保密义务的行为承担责任；及

(c) 任何一方可在其他情况下，根据任何适用法律或对该一方有管辖权的任何政府机构或机构（包括联交所、香港证监会和中国证监会）或证券交易所规则的要求披露（包括根据公司（清盘及杂项条文）条例和上市规则将本协议作为重要合同提交香港公司注册处办理登记手续并且供公众查阅），或根据任何有权的政府机构的任何有约束力的判决、命令或要求披露。

8.2 除非投资者事先咨询公司、联席保荐人和保荐人兼整体协调人从而就披露的原则、格式和内容征得其事先书面同意，否则投资者不应另行提及或披露本协议或本协议的任何附带事宜，公司、联席保荐人和保荐人兼整体协调人应尽最大努力向投资者阐明披露原则、格式和内容的具体规定和要求。

8.3 公司应尽其合理努力，于任何公开文件刊发前，向投资者提供该公开文件中所载列的任何与本协议、公司与投资者之间关系以及与投资者的基本背景资料有关的陈述，

供投资者审阅。投资者应各自与公司、联席保荐人和保荐人兼整体协调人合作，确保上述公开文件中提及的关于其自身的所有情况均是真实、完整、准确且不具有误导性的，且公开文件没有遗漏关于其自身的任何重要信息，并且应迅速向公司、联席保荐人和保荐人兼整体协调人及其各自的顾问提供任何修改意见及核实文件。

- 8.4 投资者承诺将迅速提供为编制第 8.1 条中提及须作出的任何披露而可能合理要求的一切协助（包括提供公司、联席保荐人或保荐人兼整体协调人可能合理要求的与其自身、其所有权（包括最终实益拥有权）有关的及/或在其他方面与其中所述事宜相关的进一步资料及/或证明文件），以便：(i) 更新在本协议日期后公开文件中关于投资者的说明并核实该等参考信息；及(ii) 使公司、联席保荐人及/或保荐人兼整体协调人得以符合适用的公司或证券登记规定及/或具有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的要求。

9. 通知

- 9.1 所有在本协议项下交付的通知均应以中文书面形式作出，并以第 9.2 条规定的方式送达至以下地址：

若送达公司

地址： 中国江苏省张家港市国泰北路 236 号
电子邮箱： shijian@guofuhe.com
收件人： 施剑先生

若送达投资者

地址： 上海市浦东新区陆家嘴环路 1233 号汇亚大厦 6 层 612
电子邮箱： wangqitao@qy-invest.com
收件人： 王颀韬

若送达海通资本

地址： 香港中环港景街 1 号国际金融中心一期 3001-3006 室
及 3015-3016 室
电子邮箱： project.158@htisec.com
收件人： Project 158 执行组

若送达中信證券香港

地址： 香港金钟道 88 号太古广场一期 18 楼
电子邮箱： Project158@clsa.com
收件人： Project 158 执行组

若送达海通证券

地址： 香港中环港景街 1 号国际金融中心一期 28 楼
电子邮箱： project.158@htisec.com
收件人： Project 158 执行组

若送达中信里昂

地址： 香港金钟道 88 号太古广场一期 18 楼

电子邮箱： Project158@cls.com
收件人： Project 158 执行组

9.2 本协议项下交付的任何通知均应由专人递送或以电邮或预付邮资的邮递方式发送。任何通知在以下时间视为送达：专人交付的，于交付时；以电邮形式发送的，于传输完成且无收到未送达通知时；以预付邮资的邮递方式发送的（如无证据表明提早收到），于寄出 48 小时后（若为航空邮件则于寄出六天后）。任何在非营业日送达的通知应视为在该日之后的第一个营业日送达。

10. 一般条款

- 10.1 各方分别确认并陈述，本协议已由其正式授权、签署并交付，并构成其合法、有效且具有约束力的义务，可以按照本协议条款对其强制执行。除公司就实施全球发售可能要求的有关同意、批准和授权外，上述各方履行各自在本协议项下的义务均不需要取得公司、股东或其他人员的任何同意、批准或授权。各方均进一步确认其能够履行本协议项下描述的义务。
- 10.2 各联席保荐人和保荐人兼整体协调人于本协议项下的义务是个别的（并非共同的或共同及个别的）。各联席保荐人或保荐人兼整体协调人均不对其他联席保荐人或保荐人兼整体协调人未能履行其于本协议项下的义务而负任何责任，且该等未能履约不影响其他联席保荐人或保荐人兼整体协调人执行本协议的条款。尽管有上述规定，在适用法律允许的范围内，每个联席保荐人和保荐人兼整体协调人应有权单独或其他联席保荐人或保荐人兼整体协调人一起行使其在本协议项下的任何或所有权利。
- 10.3 除非存在明显错误，否则公司及保荐人兼整体协调人就本协议中的投资者股份数量和发售价真诚作出的计算和决定是不可推翻的。
- 10.4 投资者、公司、联席保荐人和保荐人兼整体协调人应相互合作，向第三方发出为本协议之目的必须或有可能必须向第三方发出的任何通知（或向第三方发出必须或有可能必须向第三方发出的任何与本协议有关的通知），或者从第三方获得为本协议之目的必须或有可能必须从第三方获得的同意及/或批准（或从第三方获得必须或有可能必须从第三方获得的任何与本协议有关的同意及/或批准）。
- 10.5 除非以书面方式作出且经全体各方或其代表签署，否则对本协议作出的修订或变更应无效。
- 10.6 本协议以中文书就。
- 10.7 除非相关各方另有书面约定，否则每一方应承担各自与本协议有关的法律费用和专业费用、成本或开支，但因本协议预期进行的交易产生的印花税应由有关的转让方/卖方以及相应的受让方/买方按相同份额承担。
- 10.8 时间为本协议的要素，但本协议中提及的任何时间、日期或期限均可通过各方之间的书面协议予以延展。

- 10.9 即使已按照本协议第 4 条完成交割，本协议所有条款中，凡是能够履行和遵守的，除非已经各方书面同意予以终止，否则应继续完全有效且具有十足效力，但与届时已履行过的事项相关的条款除外。
- 10.10 本协议构成各方之间就投资者投资于公司一事所达成的完整协议和谅解。本协议取代了此前达成的有关本协议主题事项的所有书面或口头承诺、担保、保证、陈述、通讯、谅解和协议。
- 10.11 任何非本协议一方的人士无权享有任何根据合约（第三者权利）条例强制执行本协议任何条款的权利，本协议的终止或撤销以及对任何条款的修订、更改或豁免无须经非本协议一方的人士同意。
- 10.12 每一联席保荐人和保荐人兼整体协调人均有权且在此获授权按其认为适当的方式和条件（无论有否完成正式手续并无需将任何下述转授事先通知公司或投资者），将其所有或任何相关权利、责任、权力和酌情权转授予其一家或多家联属公司。尽管存在任何上述转授，对获其根据本款转授相关权利、责任、权力及/或酌情权的其任何联属公司的作为和不作为，该联席保荐人或保荐人兼整体协调人仍须承担责任。
- 10.13 一方延迟或未能（全部或部分）行使或强制执行本协议或法律所规定的任何权利，不应被视为对该权利的解除或放弃，对该一方进一步行使或强制执行该权利或任何其他权利的能力也不构成任何限制。任何前述权利或补救权的单次行使或部分行使不妨碍该项权利或补救权的再次行使或进一步行使，也不妨碍任何其他权利或补救权的行使。本协议所规定的权利、权力和补救权均属累加的，并不排除任何权利、权力和补救权（不论是否法律所规定的）。就任何违反本协议任何规定的行为所作的权利放弃，必须以书面形式作出且经被主张已放弃该权利的一方签署，否则无效，也不得默示放弃。
- 10.14 若本协议任何条款于任何时候依据任何司法管辖区法律在任何方面属于或成为非法、无效或不能强制执行，不应影响或削弱：
- (a) 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) 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。
- 10.15 本协议应对各方及其各自继承人、遗产执行人、破产管理人、承继人和获准受让人均有约束力，且仅为了各方及其各自继承人、遗产执行人、破产管理人、承继人和获准受让人的利益而发生效力，任何其他人士均未获得也不拥有本协议项下任何权利，也不因本协议而获得或拥有该等权利。除为了内部重组或重整之目的外，任何一方不得转让或转移其在本协议中的或在本协议项下的全部或任何部分的利益、权益或权利。本协议项下义务是不可转让的。
- 10.16 在不影响就其他各方所蒙受的所有损失和损害对投资者索赔的所有权利这一前提下，如果上市日期当日或该日之前存在任何违反投资者所作保证的行为，即使本协议中

另有相反规定，公司、联席保荐人和保荐人兼整体协调人均应有权撤销本协议，而且，各方在本协议项下所有义务应终止。

- 10.17 每一方均向其他各方承诺，其应签署为使本协议条款发生效力而必需的进一步文件，并履行为使本协议规定发生效力而必需的进一步行为，而且应确保该等进一步的文件和行为得以签署和履行。

11. 适用法律和管辖

- 11.1 本协议及各方的关系受香港法律的管辖并据香港法律解释。

- 11.2 因本协议所引起或与本协议有关的任何争议、纠纷或索偿或有关本协议的违反、终止或效力均应按照提交仲裁申请时有效的香港国际仲裁中心机构仲裁规则通过仲裁最终解决。仲裁地应为香港。仲裁员人数为三名，仲裁语言为中文。仲裁庭的决定及裁决应为终局决定及裁决且对所有方具有约束力，并可在任何具有管辖权的法院申请执行仲裁裁决，所有方在此不可撤销及无条件地放弃任何及所有以任何形式向任何司法机构进行上诉、审查或追索的权利（在可有效作出该等放弃的前提下）。尽管有上述规定，各方应有权在委任仲裁庭之前向某一具有管辖权的法院寻求获得临时禁制令或其他临时性救济。在不影响在某一国法院的管辖权项下可能享有的该等临时性补救的情况下，仲裁庭应有充分权力授予临时性补救或命令各方要求某一法院对其所授予的任何临时性或初步性救济进行修改或撤销，并就任何一方未能遵守上述仲裁庭命令的做法判令损害赔偿。

12. 豁免权

- 12.1 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（以享有主权或王室地位或其他事由为由）对于下列各项享有任何豁免权或可主张其自身或其资产、财产或营业收入应享有任何豁免权：对于任何诉讼、起诉、法律程序或其他法律程序（包括仲裁），或对于抵销或反诉，或对于任何法院的管辖，或对于法律文件送达，或对于任何判决、决定、命令或裁决（包括任何仲裁裁决）所附带的或为协助执行该等判决、裁定、决定、命令或裁决（包括任何仲裁裁决）而需进行的扣押，或对于为提供任何救济所需的或为执行任何判决、裁定、决定、命令或裁决（包括任何仲裁裁决）所进行的其他诉讼、起诉或法律程序；或如果在任何该等法律程序中，其自身或其资产、财产或营业收入可能享有任何该等豁免权（无论其主张与否），则投资者特此不可撤销地和无条件地放弃、且同意绝不申请或主张与任何前述法律程序有关的任何该等豁免权。

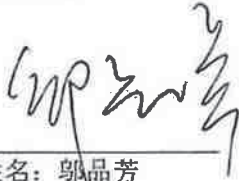
13. 复本

- 13.1 本协议可签署多份复本，并且可由每一方在单独的复本上签署。每份复本均为正本，但全部复本一起应构成同一份文据。以电邮附件（PDF 格式）交付本协议经签署复本的签署页，应为有效的交付方式。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

江苏国富氢能技术装备股份有限公司

代表签字：




姓名：郭品芳
职位：执行董事





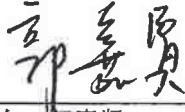
香港前沿碳中有限公司

代表签字:


姓名: 王颜韬
职位: 董事

海通国际资本有限公司

代表签字：

Handwritten signature in black ink, appearing to be '郭嘉贤' (Guo Jiaxian).

姓名：郭嘉贤
职位：执行董事

中信證券(香港)有限公司

代表簽字:

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

姓名: 王逸旻

職位: 董事

海通国际证券有限公司

代表签字:



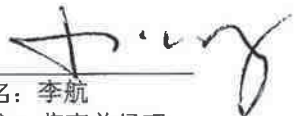
姓名: 陈艺

职位: 董事总经理

中信里昂證券有限公司

代表簽字:

姓名: 李航
职位: 董事總經理

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

中信里昂證券有限公司

代表簽字:



姓名: 王逸旻

職位: 董事

附表 1

投资者股份

投资者股份的数目

投资者股份的数目等于(1)108,766,586 港元（含投资者就投资者股份将要支付的佣金和费用），除以(2)发售价，向下调整至最接近的每手 100 股 H 股股份的完整交易单位。

按照上市规则《第 18 项应用指引》第 4.2 段、上市指引第 4.14 章以及联交所授予的豁免（如有），在香港公开发售出现超额认购时，投资者在本协议项下将要认购的投资者股份的数目可能会受到 H 股股份在国际配售和香港公开发售之间重新分配的影响。如果香港公开发售中的 H 股股份总需求属于招股章程中“全球发售的架构及条件-香港公开发售-重新分配”章节中规定的情况，则投资者股份的数目可能会按比例扣减以满足香港公开发售项下的公众需求。详情请参阅本协议第 4.1 和 4.2 条。

附表 2

投资者的详情

投资者

| | |
|-----------------------|---|
| 注册成立所在地: | 香港 |
| 注册成立证书编号: | 76668107 |
| 商业登记号码: | 76668107-000-06-24-0 |
| 法人实体识别码 (“LEI 号码”): | 不适用 |
| 营业地址及电话及联络人: | 营业地址: 香港湾仔骆克道 89 号湾仔中央大厦 4 楼 401 室
电话: +86 153 1695 7078
联络人: 王颀韬 |
| 主营业务: | 资讯科技服务活动 |
| 最终控股股东: | 单秀红女士 |
| 最终控股股东注册成立所在地: | 不适用 |
| 最终控股股东商业登记号码及 LEI 号码: | 不适用 |
| 最终控股股东主营业务: | 不适用 |
| 股东及持有的权益: | 由临港前沿投资持有 100.00%。 |
| 有关投资者的说明以供载入招股章程: | <p>香港前沿碳中禾有限公司 (「香港前沿碳中禾」) 为一家于 2024 年 6 月 12 日在香港注册成立的控股有限公司。香港前沿碳中禾由我们的现有股东临港前沿投资全资拥有。</p> <p>临港前沿投资为一家于 2022 年 1 月 13 日在中国成立的有限合伙企业, 注册资本为人民币 801.8 百万元, 主要从事先进制造业股权投资, 并主要投资于新兴成长公司, 专注于投资具有国际化视野和全球布局的优质项目, 重点聚焦于新能源、新能源汽车、高端装备制造、集成电路、人工智能、绿色再制造等领域。香港前沿碳中禾</p> |

| | |
|--|--|
| | <p>是临港前沿投资全资设立的参与投资本公司的 SPV。</p> <p>于最后实际可行日期，临港前沿投资由临港前沿（上海）私募基金管理有限公司 作为其普通合伙人持有 0.0985% 并且由配置一期作为其有限合伙人持有 87.3036%。临港前沿（上海）私募基金管理有限公司由单秀红女士最终控制。</p> <p>配置一期由张家港市国有资产管理中心、中国（上海）自由贸易试验区临港新片区管理委员会财务结算和国有资产事务中心以及上海市国有资产监督管理委员会作为最终受益所有人分别持有 33.23%。</p> |
| <p>有关投资者类别（根据联交所 FINI 获配售人清单模板列出或依据 FINI 界面需要披露）¹</p> | <p>基石投资者
现有股东的紧密联系人</p> |

¹ 包括所有相关的投资者类别：(i) 发行人的现有或过往雇员；(ii) 发行人的客户或顾客；(iii) 发行人的供应商；(iv) 独立定价投资者（定义见上市规则第 18C 章）；(v) 酌情管理投资组合（根据《上市规则》附录 F1 的定义）；(vi) 自由裁量信托；(vii) 中国政府机构；(viii) 关连客户（定义见上市规则附录 F1）；(ix) 现有股东、董事或紧密联系人（定义见上市规则第 1 章）；(x) 保荐人或紧密联系人；(xi) 承销商及/或分销商或其紧密联系人；或 (xii) 非证监会认可基金。

Dated November 6, 2024

JIANGSU GUOFU HYDROGEN ENERGY EQUIPMENT CO., LTD.
(江蘇國富氫能技術裝備股份有限公司)

THE WARRANTING SHAREHOLDERS

HAITONG INTERNATIONAL CAPITAL LIMITED

CITIC SECURITIES (HONG KONG) LIMITED

HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED

CLSA LIMITED

CCB INTERNATIONAL CAPITAL LIMITED

CHINA SECURITIES (INTERNATIONAL) CORPORATE FINANCE COMPANY LIMITED

THE JOINT BOOKRUNNERS

THE JOINT LEAD MANAGERS

THE HONG KONG UNDERWRITERS

AND

THE CMIS

HONG KONG UNDERWRITING AGREEMENT

relating to Hong Kong Public Offering of initially
600,000 H Shares (subject to reallocation) of nominal value RMB1.00 each
in the capital of

JIANGSU GUOFU HYDROGEN ENERGY EQUIPMENT CO., LTD.
(江蘇國富氫能技術裝備股份有限公司)

Deacons

5th Floor
Alexandra House
18 Chater Road
Central, Hong Kong
Tel: +852 2825 9211
Fax: +852 2810 0431
hongkong@deacons.com
www.deacons.com

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HONG KONG UNDERWRITING AGREEMENT

THIS AGREEMENT is made on **November 6, 2024**

BETWEEN:

(1) **JIANGSU GUOFU HYDROGEN ENERGY EQUIPMENT CO., LTD.** (江蘇國富氫能技術裝備股份有限公司), a joint stock company incorporated in the PRC with limited liability whose registered address is at No. 236 Guotai North Road, Zhangjiagang City, Jiangsu Province, the PRC and whose principal place of business in Hong Kong is at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the “**Company**”);

(2) **THE PERSONS** whose names and addresses are set out in **Schedule 1** (together the “**Warranting Shareholders**”);

(the Company and the Warranting Shareholders are collectively referred to as “**Warrantors**” and each a “**Warrantor**”)

(3) **HAITONG INTERNATIONAL CAPITAL LIMITED**, a company incorporated in Hong Kong whose registered address is at Suites 3001-3006 and 3015-3016, One International Finance Centre, No. 1 Harbour View Street, Central, Hong Kong (“**Haitong International Capital**”);

(4) **CITIC SECURITIES (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose registered address is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS HK**”);

(Haitong International Capital and CITICS HK are collectively referred to as “**Joint Sponsors**” and each a “**Sponsor**”);

(5) **HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED**, a company incorporated in Hong Kong whose registered address is at 22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong (“**Haitong International Securities**”);

(6) **CLSA LIMITED**, a company incorporated in Hong Kong whose registered address is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”);

(Haitong International Securities and CLSA are collectively referred to as the “**Sponsor-Overall Coordinators**” and each a “**Sponsor-Overall Coordinator**”);

(7) **CCB INTERNATIONAL CAPITAL LIMITED**, a company incorporated in Hong Kong whose registered address is at 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBI**”);

(8) **CHINA SECURITIES (INTERNATIONAL) CORPORATE FINANCE COMPANY LIMITED**, a company incorporated in Hong Kong whose registered address is at 18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong (“**CSCI**”);

(Haitong International Securities, CLSA, CCBI and CSCI are collectively referred to as the “**Overall Coordinators**” and each an “**Overall Coordinator**”);

(9) **The JOINT BOOKRUNNERS** (as defined herein);

- (10) **THE JOINT LEAD MANAGERS** (as defined herein);
- (11) **THE HONG KONG UNDERWRITERS** (as defined herein); and
- (12) **THE CMIS** (as defined herein).

WHEREAS:

- (A) The Company was incorporated in the PRC as a limited liability company on June 13, 2016, and converted into a joint stock company with limited liability on August 31, 2020. The Company was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (as defined below) on March 20, 2024. As at the date of this Agreement, the share capital of the Company is RMB98,710,560 divided into 98,710,560 Shares (as defined below) with a nominal value of RMB1.00 each.
- (B) The Company proposes to conduct the Global Offering, pursuant to which it will offer H Shares to the public in Hong Kong in the Hong Kong Public Offering (as defined below) and will concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulation S under the Securities Act pursuant to the International Placing (as defined below).
- (C) Haitong International Capital and CITICS HK are the joint sponsors to the Company in connection with the proposed listing of the H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below). The Joint Sponsors, on behalf of the Company, submitted on March 20, 2024 an application to the Stock Exchange and renewed such listing application on September 20, 2024 for the listing of and permission to deal in the H Shares issued and to be issued pursuant to the Global Offering as described in the Prospectus (as defined below).
- (D) Haitong International Securities and CLSA are the sponsor-overall coordinators of the Global Offering. Haitong International Securities, CLSA, CCBI and CSCI are the overall coordinators and joint global coordinators of the Global Offering. Haitong International Securities, CLSA, CCBI, CSCI, Fortune Origin Securities Limited, ICBC International Securities Limited, Livermore Holdings Limited, Quam Securities Limited, Soochow Securities International Brokerage Limited and Zhongtai International Securities Limited are the joint bookrunners and the joint lead managers in respect of the Global Offering.
- (E) The Hong Kong Underwriters have agreed to severally (but not jointly) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (F) The Warrantors have agreed to give the representations, warranties and undertakings contained in this Agreement for the purpose of the Global Offering.
- (G) The Warrantors, the Joint Sponsors, the Overall Coordinators and the International Underwriters (as defined below) are expected to enter into the International Underwriting Agreement (as defined below) providing for the underwriting of the International Placing Shares by the International Underwriters upon and subject to the terms and conditions contained therein.
- (H) At a meeting of the Board (as define below) held on September 20, 2024, resolutions were passed pursuant to which, inter alia, the Directors were authorised to agree and sign on

behalf of the Company this Agreement and all other relevant documents in connection with the Global Offering.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 Definitions

In this Agreement (including the Recitals and the Schedules), the following expressions shall, unless the context otherwise requires, have the following meanings:

| | |
|--|---|
| “Acceptance Date” | the date on which the Application Lists close in accordance with Clause 3.1.2; |
| “Accepted Hong Kong Public Offering Applications” | Hong Kong Public Offering Applications which have been accepted (whether in whole or in part) pursuant to Clause 3.1.3; |
| “Accounts” | the audited consolidated financial statements of the Group for the three years ended December 31, 2021, 2022 and 2023 and five months ended May 31, 2024 contained in the accountants’ report prepared by the Reporting Accountants and appended as Appendix I to the Prospectus; |
| “Accounts Date” | May 31, 2024; |
| “Admission” | the granting by the Listing Committee of the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering, or otherwise as described in the Prospectus, on the Main Board of the Stock Exchange; |
| “Affiliate” | in relation to a particular company, any other company or other entity which is its holding company or subsidiary, or any subsidiary of such holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. For the purposes of 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; |
| “Agreement Among Hong Kong Underwriters” | the agreement expected to be entered into on the date hereof among the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters governing certain rights and obligations among the Hong Kong Underwriters in relation to the Hong Kong Public Offering; |
| “Application Lists” | the application lists for the Hong Kong Offer Shares; |

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|-------------------------------------|---|
| “Application Proof(s)” | the application proof(s) of the Prospectus posted on the Stock Exchange’s website at www.hkexnews.hk on March 20, 2024 and September 20, 2024; |
| “Approvals” | all approvals, sanctions, orders, franchises, clearances, concessions, declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and registrations, and “Approval” shall be construed accordingly; |
| “Articles of Association” | the articles of association of the Company conditionally adopted on March 8, 2024 and effective on the Listing Date; |
| “associates” | has the meaning ascribed thereto in the Listing Rules; |
| “Board” | the board of Directors; |
| “Brokerage” | brokerage of 1% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering; |
| “Brokerage, Fees and Levies” | the Brokerage, the Trading Fee and the Transaction Levies; |
| “Business Day” | any day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for normal banking business; |
| “CCASS” | the Central Clearing and Settlement System established and operated by HKSCC; |
| “CMIs” | the capital market intermediaries (as defined under the Listing Rules) in respect of the Global Offering, namely Haitong International Securities, CLSA, CCBI, CSCI, Fortune Origin Securities Limited, ICBC International Securities Limited, Livermore Holdings Limited, Quam Securities Limited, Soochow Securities International Brokerage Limited and Zhongtai International Securities Limited; |
| “CMI Engagement Agreements” | the written engagement letters in relation to the appointment by the Company of the CMIs in connection with the Global Offering; |
| “Code of Conduct” | the Code of Conduct for Persons Licensed by or Registered with the SFC as amended from time to time; |
| “Companies Ordinance” | the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time; |

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| “Companies (Winding Up and Miscellaneous Provisions) Ordinance” | the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time; |
| “Conditions” | the conditions precedent set out in Clause 2.1.1; |
| “Conditions Precedent Documents” | the documents listed in Schedule 3 ; |
| “Cornerstone Investment Agreements” | the several cornerstone investment agreements entered into by, among others, the Company, the Joint Sponsors, the Sponsors-Overall Coordinators and the several cornerstone investors as described in the section headed “Cornerstone Investors” in the Prospectus; |
| “CSRC” | the China Securities Regulatory Commission; |
| “CSRC Archive Rules” | the <i>Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies</i> (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time; |
| “CSRC Filing Report” | the filing report of the Company in relation to the Global Offering submitted to the CSRC on March 25, 2024 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof; |
| “CSRC Filing Rules” | the <i>Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies</i> (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time; |
| “CSRC Filing(s)” | any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report); |
| “CSRC Rules” | the CSRC Filing Rules and the CSRC Archive Rules; |

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| “Director(s)” | the director(s) of the Company whose names are set out as such in the section headed “Directors, Supervisors and Senior Management” in the Prospectus; |
| “Disclosure Package” | shall have the meaning ascribed thereto in the International Underwriting Agreement; |
| “Encumbrance” | any pledge, charge, lien, mortgage, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights of the same nature as that of the foregoing or other encumbrances or security interest of any kind or another type of preferential arrangement (including without limitation, retention arrangement) having similar effect; |
| “FINI” | “Fast Interface for New Issuance”, 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 on the Stock Exchange; |
| “FINI Agreement” | The FINI Agreement entered into between the Company and the HKSCC dated September 26, 2024; |
| “First Six-Month Period” | has the meaning ascribed thereto in Clause 6.1(viii); |
| “Formal Notice” | the formal notice to be published in connection with the Hong Kong Public Offering on November 7, 2024, in substantially agreed form and in accordance with the requirements under the Listing Rules; |
| “Global Offering” | the Hong Kong Public Offering and the International Placing; |
| “Governmental Authority” | any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of the jurisdictions in which the Company is incorporated or the H Shares are to be listed or the Group’s business is carried out or the Group’s asset is held, including (without limitation) the PRC and Hong Kong (as the case may be); |
| “Group” | the Company and the Subsidiaries; |
| “Group Company” | a member of the Group; |

| | |
|---------------------------------------|---|
| “H Share(s)” | overseas listed foreign share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and are to be listed on the Stock Exchange; |
| “H Share Registrar” | Computershare Hong Kong Investor Services Limited; |
| “HKSCC” | Hong Kong Securities Clearing Company Limited; |
| “HKSCC EIPO” | the application for the Hong Kong Offer Shares to be issued in the name of HKSCC Nominees and deposited directly into CCASS to be credited to the investor’s or a designated HKSCC Participant’s stock account through causing HKSCC Nominees to apply on the investor’s behalf, including by instructing the investor’s broker or custodian who is a HKSCC Participant to give electronic application instructions via HKSCC’s FINI system to apply for the Hong Kong Offer Shares on the investor’s behalf; |
| “HKSCC Nominees” | HKSCC Nominees Limited, a wholly-owned subsidiary of HKSCC; |
| “HKSCC Participant” | a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant; |
| “holding company” | has the meaning ascribed thereto in the Companies Ordinance; |
| “Hong Kong” | the Hong Kong Special Administrative Region of the PRC; |
| “Hong Kong dollars” and “HK\$” | Hong Kong dollars, the lawful currency of Hong Kong; |
| “Hong Kong Offer Shares” | the 600,000 new H Shares being initially offered by the Company for subscription pursuant to the Hong Kong Public Offering, subject to reallocation in accordance with Clauses 2.6 and 2.7; |
| “Hong Kong Public Offering” | the offer of the Hong Kong Offer Shares by the Company for subscription pursuant to the terms and conditions set out in the Hong Kong Public Offering Documents; |

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| “Hong Kong Public Offering Application(s)” | <p>valid applications for the Hong Kong Offer Shares made before the closing of the Application Lists:</p> <ol style="list-style-type: none"> 1. online through White Form eIPO, which (i) have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents, and (ii) are not identified as multiple applications; or 2. through the HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on behalf of applicants (i) which have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents, and (ii) are not identified as multiple applications; |
| “Hong Kong Public Offering Application Monies” | <p>application monies (including the Brokerage, Fees and Levies) received in respect of Hong Kong Public Offering Applications;</p> |
| “Hong Kong Public Offering Documents” | <p>the Prospectus, the Formal Notice, the Application Proof(s), the PHIP and the announcement for adoption of mixed media offer (if any);</p> |
| “Hong Kong Public Offering Over-Subscription” | <p>a situation where the aggregate number of Offer Shares being applied for under Hong Kong Public Offering Applications is greater than the initial number of the Hong Kong Offer Shares;</p> |
| “Hong Kong Public Offering Under-Subscription” | <p>has the meaning attributed thereto in Clause 3.4.2;</p> |
| “Hong Kong Public Offering Underwriting Commitment” | <p>in relation to a Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to underwrite pursuant to the terms of this Agreement, as shown opposite the name of that Hong Kong Underwriter in Schedule 2, subject to reallocation as set out in Clauses 2.6 and 2.7;</p> |
| “Hong Kong Underwriters” | <p>the underwriters of the Hong Kong Public Offering, whose names and addresses are set out in Schedule 2;</p> |
| “Indemnified Person” | <p>has the meaning ascribed thereto in Clause 7.1;</p> |
| “Industry Consultant” | <p>Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.;</p> |

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| “Internal Control Consultant” | Deloitte Enterprise Consulting (Shanghai) Co., Ltd.; |
| “International Placing” | the conditional placing of the International Placing Shares for and on behalf of the Company to professional, institutional, corporate and other investors in Hong Kong and elsewhere in the world outside the United States, upon and subject to the terms of the International Placing Documents and the International Underwriting Agreement, as further described in the section headed “Structure and Conditions of the Global Offering” in the Prospectus; |
| “International Placing Documents” | the Disclosure Package, any supplemental offering materials, announcement, the Formal Notice, the roadshow materials and any other document published or issued by or on behalf of the Company or the International Underwriters for the purposes of or in connection with the International Placing; |
| “International Placing Shares” | the 5,400,000 H Shares being initially offered by the Company for subscription under the International Placing; |
| “International Placing Underwriting Commitment” | in relation to any International Underwriter, the number of International Placing Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to reallocation in accordance with the International Underwriting Agreement; |
| “International Underwriters” | the underwriters to be identified in the International Underwriting Agreement as being the several (and not joint and several) underwriters of the International Placing; |
| “International Underwriting Agreement” | an international underwriting agreement expected to be entered into on or about the Price Determination Date among, inter alia, the Company, the Warrantors, the Joint Sponsors, the Overall Coordinators and the International Underwriters in connection with the International Placing; |
| “Joint Bookrunners” | Haitong International Securities, CLSA, CCBI, CSCI, Fortune Origin Securities Limited, ICBC International Securities Limited, Livermore Holdings Limited, Quam Securities Limited, Soochow Securities International Brokerage Limited and Zhongtai International Securities Limited; |
| “Joint Global Coordinators” | Haitong International Securities, CLSA, CCBI and CSCI; |

| | |
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| “Joint Lead Managers” | Haitong International Securities, CLSA, CCBI, CSCI, Fortune Origin Securities Limited, ICBC International Securities Limited, Livermore Holdings Limited, Quam Securities Limited, Soochow Securities International Brokerage Limited and Zhongtai International Securities Limited; |
| “Law(s)” | all law(s), rule(s), regulation(s), guideline(s), opinion(s), notice(s), circular(s), order(s), code(s), policy(ies), consent(s), judgment(s), decree(s) or ruling(s) of any Governmental Authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including but not limited to the CSRC, the Stock Exchange and the SFC) of all relevant jurisdictions (including but not limited to Hong Kong and the PRC) (including but not limited to the CSRC Rules, the Listing Rules, the Code of Conduct, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance); |
| “Listing Date” | the first day on which dealings in the H Shares commence on the Stock Exchange; |
| “Listing Rules” | means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the Guide for New Listing Applicants, listing decisions, guidelines and other requirements of the Stock Exchange, as amended, supplemented or otherwise modified from time to time; |
| “Material Adverse Effect” | a material adverse change, or any development likely to involve a prospective material adverse change, in or affecting the position or condition (financial, operational or otherwise), on the due incorporation, or in the trading position, earnings, affairs or prospects, assets, business, general affairs, management, shareholders’ equity, profits, losses, results of operations, operations or liabilities (actual or contingent), of the Group as a whole; |
| “Nominee” | CCB Nominees Limited, in whose name the Hong Kong Public Offering Application Monies are to be held by the Receiving Bank under the Receiving Bank Agreement; |
| “Non-Public Information” | any material information, including forward-looking information (whether qualitative or quantitative) concerning the Group that is not: (i) reasonably expected to be included in the Prospectus; or (ii) publicly available; |

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| “OC Announcement” | the announcements dated March 20, 2024, April 5, 2024 and September 20, 2024 setting out the names of the overall coordinators 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; |
| “OC Engagement Agreements” | the written engagement letters dated (1) April 3, 2024 in relation to the appointment by the Company of CCBI as an overall coordinator (as defined under the Listing Rules) in connection with the Global Offering; and (2) April 3, 2024 in relation to the appointment by the Company of CSCI as an overall coordinator (as defined under the Listing Rules) in connection with the Global Offering, respectively, and “OC Engagement Agreement” shall be construed accordingly; |
| “Offer Documents” | the Hong Kong Public Offering Documents and the International Placing Documents and any other documents issued, given or used in connection with the contemplated offering of the Offer Shares or otherwise in connection with the Global Offering, and in each case, all amendments or supplements thereto; |
| “Offer Price” | the final offer price per Offer Share in Hong Kong dollars (exclusive of the Brokerage, Fees and Levies) at which the Offer Shares are to be offered, as recorded in the Price Determination Agreement in accordance with Clause 2.4; |
| “Offer Shares” | the Hong Kong Offer Shares and the International Placing Shares; |
| “Operative Documents” | the documents set out in “Statutory and General Information - B. Further Information about our Business - 1. Summary of Material Contracts” in Appendix VII to the Prospectus, the Price Determination Agreement (when it is entered into), the Receiving Bank Agreement, the FINI Agreement and the Registrar Agreement; |
| “overall coordinator(s)” | has the meaning ascribed thereto in the Listing Rules; |
| “Post Hearing Information Pack” or “PHIP” | the post hearing information pack of the Company posted on the Stock Exchange’s website at www.hkexnews.hk on October 25, 2024, including each amendment and supplement thereto posted on Stock Exchange’s website from such date through the time of the registration of the Prospectus; |
| “PRC” | the People’s Republic of China (which shall for the purposes of this Agreement, unless otherwise indicated, exclude Hong Kong, the Macau Special Administrative Region and Taiwan); |

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| “PRC Subsidiaries” | the Subsidiaries established in the PRC; |
| “Preliminary Offering Circular” | the preliminary offering circular dated November 7, 2024 in connection with the International Placing (as the same may be further amended or supplemented); |
| “Price Determination Agreement” | the agreement expected to be entered into on the Price Determination Date between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) to record their agreement of the Offer Price; |
| “Price Determination Date” | the date on which the Offer Price is fixed for the purposes of the Global Offering pursuant to Clause 2.4; |
| “Property Valuer” | AVISTA Valuation Advisory Limited; |
| “Prospectus” | the prospectus to be issued by the Company in connection with the Hong Kong Public Offering (as amended or supplemented); |
| “Prospectus Date” | the date of the Prospectus, which is intended to be on or about November 7, 2024; |
| “Receiving Bank” | China Construction Bank (Asia) Corporation Limited, in its capacity as the bank appointed to hold the Hong Kong Public Offering Application Monies pursuant to the Receiving Bank Agreement; |
| “Receiving Bank Agreement” | the agreement dated November 5, 2024 and entered into between, among others, the Company and the Receiving Bank for the appointment of the Receiving Bank as the receiving bank of the Hong Kong Public Offering; |
| “Registrar Agreement” | the H share registrar agreement dated November 4, 2024 and entered into between the Company and the H Share Registrar; |
| “Reporting Accountants” | Deloitte Touche Tohmatsu; |
| “Second Six-Month Period” | has the meaning ascribed thereto in Clause 6.1(ix); |
| “SFC” | the Securities and Futures Commission of Hong Kong; |
| “Share(s)” | ordinary share(s) of nominal value RMB1.00 each in the share capital of the Company; |

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| <p>“Sponsor and Sponsor-OC Engagement Agreements”</p> | <p>the written engagement letters dated (1) December 15, 2023 in relation to the appointment by the Company of Haitong International Capital as a sponsor in connection with the listing of the H Shares on the Stock Exchange and Haitong International Securities as a sponsor-overall coordinator (as defined under the Listing Rules) in connection with the Global Offering; and (2) November 30, 2023 in relation to the appointment by the Company of CITICS HK as a sponsor in connection with the listing of the H Shares on the Stock Exchange and CLSA as a sponsor-overall coordinator (as defined under the Listing Rules) in connection with the Global Offering, respectively, and “Sponsor and Sponsor-OC Engagement Agreement” shall be construed accordingly;</p> |
| <p>“Stock Exchange”</p> | <p>The Stock Exchange of Hong Kong Limited;</p> |
| <p>“Subsidiaries”</p> | <p>the subsidiaries of the Company from time to time and “Subsidiary” means any or a specific one of them;</p> |
| <p>“subsidiary”</p> | <p>has the meaning ascribed thereto in the Companies Ordinance and “subsidiaries” shall be construed accordingly;</p> |
| <p>“Supervisor(s)”</p> | <p>the supervisor(s) of the Company whose names are set out as such in “Directors, Supervisors and Senior Management” in the Prospectus;</p> |
| <p>“taxation” or “taxes”</p> | <p>means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, 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, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;</p> |
| <p>“Trading Fee”</p> | <p>the Stock Exchange trading fee of 0.00565% of the Offer Price;</p> |
| <p>“transaction”</p> | <p>any transaction, act, event, omission or circumstance existing of whatever nature;</p> |

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| “Transaction Levies” | the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC and the transaction levy at the date of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong |
| “Underwriters” | the Hong Kong Underwriters and the International Underwriters; |
| “Underwriting Documents” | this Agreement, the International Underwriting Agreement and the Price Determination Agreement; |
| “Underwriter’s Hong Kong Public Offering Application” | in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter, the number of Hong Kong Offer Shares comprised therein is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 3.4.1; |
| “US” and “United States” | the United States of America, its territories, its possessions, any State of the United States and the District of Columbia; |
| “US Securities Act” | United States Securities Act of 1933 (as amended or supplemented); |
| “Verification Notes” | the verification notes to be dated in or around November 2024 prepared by Deacons, the Hong Kong legal advisers to the Joint Sponsors and the Underwriters, in connection with the verification of the contents of the Prospectus; |
| “Warranties” | the representations, warranties, agreements and undertakings to be given by the Warrantors respectively in terms of Clause 5 and in Schedule 4 ; |
| “White Form eIPO” | the application for Hong Kong Offer Shares to be issued in the applicant’s own name, submitted through the designated website of the White Form eIPO Service Provider at www.eipo.com.hk ; |
| “White Form eIPO Service Provider” | Computershare Hong Kong Investor Services Limited |

1.2 Other interpretation

In this Agreement, unless otherwise specified:

- 1.2.1 references to **“Recitals”**, **“sections”**, **“Clauses”**, **“paragraphs”** and **“Schedules”** are to recitals, sections, clauses, paragraphs of and schedules to this Agreement;

- 1.2.2 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.3 references to a “**company**” shall be construed so as to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.2.4 references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.2.6 references to times of the day, unless otherwise specified, are to Hong Kong time;
- 1.2.7 headings to Clauses, sections and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;
- 1.2.9 references to documents being “**in agreed form**” or “**in substantially agreed form**” are to the form of the draft or final version thereof signed for identification by any Executive Director or the Company’s legal adviser together with such alterations as may be agreed between all relevant parties and for the avoidance of doubt such documents in agreed form or in substantially agreed form do not form part of this Agreement;
- 1.2.10 references to “**knowledge, information, belief and/or awareness**” of any person or similar terms shall be treated as including but not limited to the best knowledge, information, belief or awareness which the person would have had if such person had made due and careful enquiries;
- 1.2.11 references to a “certified copy” means a copy certified as a true copy by a Director or the secretary of the Company or the legal advisers to the Company;
- 1.2.12 words in the singular shall include the plural (and vice versa) and words importing one gender shall include the other two genders; and
- 1.2.13 The obligations and liabilities of the Warrantors under this Agreement shall be joint and several.

2 THE GLOBAL OFFERING

2.1 Conditions precedent

2.1.1 Obligations conditional

The obligations of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's under this Agreement are conditional upon:

- (i) the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) receiving (a) each of the documents listed in **Part A of Schedule 3** in the form and substance satisfactory to them not later than 7:00 p.m. on the date of this Agreement; and (b) each of the documents listed in **Part B of Schedule 3** in the form and substance satisfactory to them not later than 7:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree;
- (ii) the Registrar of Companies in Hong Kong registering one copy of the Prospectus, duly certified by two Directors (or by their agents duly authorised in writing) as having been approved by resolutions of the Board and having endorsed thereon or attached thereto all necessary consents and other documents as required by the provisions of section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the date of this Agreement;
- (iii) the Listing Committee granting or agreeing to grant the listing of and permission to deal in the H Shares in issue and to be issued pursuant to the Global Offering or otherwise described in the Prospectus (either unconditionally or subject to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) not later than one Business Day before the Listing Date (or such later date as the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree) and such listing of and permission to deal in the H Shares not subsequently having been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (iv) admission into CCASS in respect of the Offer Shares having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant Offer Shares, despatch or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Company, Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- (v) the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date and such agreement not subsequently having been terminated in accordance with its terms or otherwise;

- (vi) the execution and delivery of the International Underwriting Agreement by the parties thereto on or before the Price Determination Date;
- (vii) the International Underwriting Agreement becoming, and continuing to be, unconditional in accordance with its terms (other than any condition for this Agreement to become unconditional) and not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- (viii) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- (ix) all Warranties and other statements of the Warrantors herein and in any document delivered pursuant to Clause 2.1.1(i) above being true, accurate, not misleading and not breached on and as of the date of this Agreement and each of the dates specified in Clause 5.2.3;
- (x) all of the waivers and/or exemptions as stated in the Prospectus to be granted by the Stock Exchange and/or the SFC are granted and are not otherwise revoked, withdrawn, amended or invalidated; and
- (xi) each of the Company and the Warranting Shareholders have complied with this Agreement and satisfied all the obligations and conditions on its/his/her part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

2.1.2 Undertaking by the Warrantors

Each of the Warrantors jointly and severally undertakes to use its best endeavours to procure that the Conditions are fulfilled and to do such things and take such actions as are necessary to ensure that Admission is obtained and not cancelled or revoked, by the times and dates stated therein, and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do such acts and things as may be required by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Sponsors, the Stock Exchange, the Registrar of Companies in Hong Kong, the SFC, the CSRC and any other relevant Governmental Authority in connection with the application for the listing of and permission to deal in the H Shares on the Stock Exchange or the fulfilment of any of the Conditions.

2.1.3 The Joint Sponsors' and the Overall Coordinators' waiver

The Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) at their sole and absolute discretion, by giving notice to the Company and the Hong Kong Underwriters on or before the respective latest times on which the relevant Condition is required to be fulfilled:

- (i) extend the deadline for the fulfilment of any or all Conditions under Clause 2.1.1 by such number of days and/or hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (for themselves and on behalf of the Hong Kong Underwriters) at their sole and absolute

discretion, provided that no extension shall be made beyond 30 days after the Prospectus Date and that any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made; or

- (ii) waive or modify (conditionally or unconditionally) the Conditions under Clauses 2.1.1(i) or 2.1.1(ix) (for themselves and on behalf of the Hong Kong Underwriters).

2.1.4 Termination

Without prejudice to Clauses 2.1.3 and 8, if any of the Conditions is not fulfilled in accordance with the terms hereof on or before the date or time specified therefor, or waived or modified in accordance with Clause 2.1.3, this Agreement shall terminate with immediate effect and the provisions of Clause 8.2 shall apply.

2.2 Appointment of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs

2.2.1 Subject to the terms and conditions of this Agreement:

- (i) the Company hereby confirms the appointment of the Joint Sponsors, to the exclusion of all others, as its joint sponsors in connection with the listing of the H Shares on the Stock Exchange;
- (ii) the Company hereby confirms the appointment of the Sponsor-Overall Coordinators, to the exclusion of others, as its sponsor-overall coordinators (as defined under the Listing Rules) of the Global Offering;
- (iii) the Company hereby confirms the appointment of the Overall Coordinators, to the exclusion of others, as its overall coordinators (as defined under the Listing Rules) of the Global Offering;
- (iv) the Company hereby confirms the appointment of the Joint Global Coordinators, to the exclusion of others, as its joint global coordinators of the Global Offering;
- (v) the Company hereby confirms the appointment of the Joint Bookrunners, to the exclusion of others, as the joint bookrunners of the Global Offering;
- (vi) the Company hereby confirms the appointment of the Joint Lead Managers, to the exclusion of others, as the joint lead managers to manage the Global Offering;
- (vii) the Company hereby appoints, to the exclusion of others, the Hong Kong Underwriters as its underwriters for the Hong Kong Public Offering; and
- (viii) the Company hereby confirms the appointment of the CMIs, to the exclusion of others, as the capital market intermediaries to manage the Global Offering,

and each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, in each case, relying on the representations, warranties, agreements, undertakings and indemnities herein contained and subject as hereinafter mentioned, severally accept their respective appointments hereunder and in the case of (i), (ii), (iii), (iv), (v), (vi) and (viii), each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs confirms its acceptance additionally on the terms of the Sponsor and Sponsor-OC Engagement Agreements, the OC Engagement Agreements and the CMI Engagement Agreements to which it is a party.

- 2.2.2 The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective underwriting commitments. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company or the Warranting Shareholders.
- 2.2.3 The Company hereby confirms that the foregoing appointments confer on each appointee and its Affiliates, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the lawful performance of its roles as the joint sponsors, sponsor-overall coordinators, overall coordinators, joint global coordinators, joint bookrunners, joint lead managers and CMIs of the Global Offering or a Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything which such appointee or any of their respective Affiliates or sub-agents has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 2.2.4 Each such appointment is made on the basis, and upon terms, that the 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 and, in particular, each Hong Kong Underwriter may appoint any of its Affiliates or any person to be a sub-agent on behalf of the Company, provided that the appointee shall remain liable for all acts and omissions of any of such Affiliates or sub-agent(s) notwithstanding such delegation.
- 2.2.5 Any transaction carried out by the Hong Kong Underwriters within the scope of the appointments, powers, authorities and/or discretions granted in this Agreement shall constitute a transaction carried out at the request of the Company and as agents of the Company. The Hong Kong Underwriters and any of their Affiliates or sub-agent(s) shall not be responsible for any loss or damage to any person arising from any such transaction (except for any loss or damage which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be) to have arisen solely and directly as a result of any gross negligence, fraud or wilful default of the terms of this Agreement on the part of the party concerned).

2.2.6 Any transaction carried out by any of the appointees pursuant to its appointment under Clause 2.2.1, as applicable, or by any of the delegates under Clause 2.2.4 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 as agent of, and for the Company and not on account of or for any of the other appointees under Clause 2.2.1 or their respective delegates under Clause 2.2.4. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties to this Agreement. None of the appointees under Clause 2.2.1 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 Clause 2.2.1 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

2.3 No fiduciary duties

Each of the Warrantors acknowledges and agrees that:

- (i) the issuance and subscription of the Hong Kong Offer Shares comprised in a Hong Kong Public Offering pursuant to this Agreement, as well as any services rendered by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs (as the case may be) in respect of the Hong Kong Public Offering, are arm's length commercial transactions between the Company and the Warranting Shareholders (as the case may be) on the one hand, and the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs (as the case may be) on the other hand;
- (ii) in connection therewith and with the process leading to such transactions, each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs is acting solely as a principal and not an agent of the Company (except and solely for the limited purpose of procuring on behalf of the Company subscribers for the Hong Kong Offer Shares comprised in the Hong Kong Public Offering Under-Subscription);
- (iii) none of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs is acting as an adviser, agent or fiduciary of the Company or any other person or has assumed a fiduciary responsibility in favour of the Company or any other person with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters) or any other obligation to the Company or any other person except the obligations expressly set forth in this Agreement;
- (iv) each of the Warrantors has consulted its own legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transaction (including the price or market for the H Shares) contemplated by this Agreement, and the Joint

Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI shall have no responsibility or liability to any of the Warrantors with respect thereto nor any opinion or view expressed by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs shall constitute advice or recommendation to any of the Warrantors; and

- (v) the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters 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 Company and/ or the Warrantors. Each of the Warrantors agrees that it will not claim that the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs (as the case may be) or any of them owes a fiduciary or similar duty to the Company and/ or the Warrantors, in connection with such transactions or the process leading thereto.

2.4 Price determination

The Offer Price shall be fixed by agreement between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) in Hong Kong dollars after market demand for the International Placing has been determined, which price (net of Brokerage, Fees and Levies) shall not exceed HK\$73.0 but is expected to be not less than HK\$65.0. It is expected that the Offer Price will be determined on or around the Price Determination Date but in any event not later than 12:00 noon on November 13 2024. If no such agreement is reached and the Price Determination Agreement is not signed by that time, the provisions of Clause 8.2 shall apply.

2.5 Reduction of number of Offer Shares offered and/or indicative Offer Price range

The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Placing, and with the consent of the Company, reduce the number of Offer Shares offered in the Global Offering and/or the indicative offer price range below that stated in the Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction or change, and, in any event not later than the morning of the Acceptance Date, (a) cause a notice of the reduction of the number of Offer Shares offered in the Global Offering and/or the indicative Offer Price range to be published on the website of the Stock Exchange at www.hkexnews.hk and the Company's website at www.quofuhee.com. Such notice shall also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change as a result of such reduction; and (b) cause such supplemental offering documents as may be required by Laws of any Governmental Authority to be published in such a manner as the relevant Laws or Governmental Authority may require as soon as practicable following the decision to make the change.

2.6 Clawback from International Placing to Hong Kong Public Offering and pools

- 2.6.1 In the event that the International Placing Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are oversubscribed, the aggregate number of Hong Kong Offer Shares shall be increased in the following manner: if the number of Offer Shares validly applied for in Hong Kong Public Offering Applications represents (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 Offer Shares initially available for subscription under the Hong Kong Public Offering, then Shares will be reallocated to the Hong Kong Public Offering from the International Placing, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to such number as represents approximately 30% (in the case of (i)); or approximately 40% (in the case of (ii)); or approximately 50% (in the case of (iii)), respectively, of the number of Offer Shares initially available under the Global Offering.
- 2.6.2 In the event of a reallocation of Offer Shares from the International Placing to the Hong Kong Public Offering pursuant to Clause 2.6.1, the relevant number of International Placing Shares shall be withdrawn from the International Placing and made available as additional Hong Kong Offer Shares offered for subscription pursuant to the Hong Kong Public Offering. Any Offer Shares which are reallocated from the International Placing to the Hong Kong Public Offering pursuant to this Clause 2.6 shall, subject to the provisions of this Clause 2.6, be allocated in such manner as the Overall Coordinators may, at their sole and absolute discretion, determine.
- 2.6.3 Subject to and without prejudice to Clauses 2.6.1 and 2.6.2 above, in the event that (a) the International Placing Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed by less than 15 times; or (b) the International Placing Shares are undersubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed, the Overall Coordinators may (but shall not be obliged), at their sole and absolute discretion, reallocate such number of International Placing Shares as it deems appropriate from the International Placing to the Hong Kong Public Offering to satisfy in whole or in part the excess demand in the Hong Kong Public Offering, provided that the maximum total number of Offer Shares that may be allocated to the Hong Kong Public Offering following such reallocation shall not be more than double the initial allocation to the Hong Kong Public Offering i.e. 1,200,000 Offer Shares, representing 20% of the total number of Offer Shares initially available under the Global Offering and the final Offer Price shall be fixed at the low end of the Offer Price range (i.e. HK\$65.0 per Offer Share) according to the section headed "Offering-related Mechanisms" of the Guide For New Listing Applicants issued by the Stock Exchange. Any International Placing Shares which are so reallocated may, subject to the sole and absolute discretion of the Overall Coordinators, be deemed to be Hong Kong Offer Shares (in accordance with arrangements otherwise agreed between the Underwriters). The respective underwriting commitment of the International Underwriters may be reduced in such proportion as the Overall Coordinators may, at their sole and absolute discretion, determine.
- 2.6.4 The total number of Offer Shares initially available under the Hong Kong Public Offering (after taking into account any reallocation pursuant to this Clause 2.6) shall be divided equally into two pools for allocation purposes: pool A and pool B. The Offer Shares in pool A will be allocated by the Overall Coordinators, at their sole and absolute discretion on an equitable basis to applicants who have applied for Offer Shares with an aggregate subscription price of HK\$5 million (excluding the

Brokerage, Fees and Levies payable) or less. The Offer Shares in pool B will be allocated by the Overall Coordinators, at their sole and absolute discretion, on an equitable basis to applicants who have applied for Offer Shares with an aggregate subscription price of more than HK\$5 million (excluding the Brokerage, Fees and Levies payable). The Overall Coordinators shall, at their sole and absolute discretion, determine the allocation ratio for the two pools described above subject to the provisions relevant thereto set out in the section headed “Structure and Conditions of the Global Offering” in the Prospectus. Any H Share which is reallocated from the International Placing to the Hong Kong Public Offering pursuant to this Clause 2.6 shall, subject to the provisions of this Clause, be allocated to pool A and pool B in such manner as the Overall Coordinators may, at their sole and absolute discretion, determine.

2.7 Clawforward from Hong Kong Public Offering Under-Subscription to International Placing

If a Hong Kong Public Offering Under-Subscription shall occur and there is over-subscription under the International Placing, the Overall Coordinators, at their sole and absolute discretion, may (but shall not be obliged to) reallocate all or any of the Hong Kong Offer Shares comprised in such Hong Kong Public Offering Under-Subscription from the Hong Kong Public Offering to the International Placing and the respective Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter or Hong Kong Underwriters, as the case may be, may be reduced in such proportion as the Overall Coordinators may at their sole and absolute discretion determine.

2.8 [INTENTIONALLY DELETED]

3 THE HONG KONG PUBLIC OFFERING

3.1 Hong Kong Public Offering

3.1.1 Offer of Hong Kong Offer Shares

The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price plus Brokerage, Fees and Levies, which is payable in full on application in Hong Kong dollars, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. The Company will, subject to registration of the Hong Kong Public Offering Documents in accordance with Clause 2.1.1(ii), on the Prospectus Date, (1) cause the Formal Notice to be published on the official website of the Stock Exchange and the Company’s website; and (2) cause the Hong Kong Public Offering Documents to be published on the official websites of the Stock Exchange and the Company (or such other publication(s) and/or date(s) as the Company and the Sponsor-Overall Coordinators and the Joint Sponsors may agree).

3.1.2 Application Lists

The Application Lists will, subject as mentioned below, open at 11:45 a.m. on November 12, 2024 and will close at 12:00 noon on the same day. In the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal (in any such case, a “**signal**”) or “extreme conditions” caused by a super typhoon as announced by the government of Hong Kong being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on November 12, 2024, then

the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or extreme conditions remain in force 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.

3.1.3 **Basis of allocation**

The Company agrees that the Overall Coordinators shall have the exclusive right, at their sole and absolute discretion, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement, to accept or reject (in whole or in part) any Hong Kong Public Offering Application and, where there is a Hong Kong Public Offering Over-Subscription, to determine the basis of allocation of the Hong Kong Offer Shares. The grounds for rejection of any Hong Kong Public Offering Applications (including multiple applications and over-subscription) shall be at the sole and absolute discretion of the Overall Coordinators.

The Company shall, and shall use its best endeavours to procure that the Receiving Bank, the H Share Registrar and the **White Form eIPO** Service Provider will, as soon as practicable after the close of the Application Lists and in accordance with the terms of the Receiving Bank Agreement, provide the Overall Coordinators with such information, calculations and assistance as the Overall Coordinators may require for the purposes of determining:

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

3.1.4 **Receiving Bank; Nominee**

The Company has appointed the Receiving Bank to act as receiving bank in connection with the Hong Kong Public Offering and has appointed the Nominee in connection with the receiving and holding of the Hong Kong Public Offering Application Monies and any interest accruing thereon, in both cases on and subject to the terms and conditions of the Receiving Bank Agreement. The Company shall use its best endeavour to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to hold and deal with the Hong Kong Public Offering Application Monies to be received from the Hong Kong Public Offering and the interests accrued thereon, on the terms set out in the Receiving Bank Agreement.

3.1.5 **H Share Registrar and White Form eIPO**

The Company has appointed the H Share Registrar to provide services in connection with the processing of Hong Kong Public Offering Applications on and

subject to the terms and conditions of the Registrar Agreement. The Company has also appointed the H Share Registrar to act as the service provider in relation to the **White Form eIPO** upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes to use its best endeavour to procure the H Share Registrar to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions on the terms set out in the Registrar Agreement.

3.1.6 Further assurance

Without prejudice to the foregoing obligations, each of the Warrantors jointly and severally undertake with the Overall Coordinators, the Joint Sponsors and the Hong Kong Underwriters that he/it will give all such assistance and provide all such information and do (or procure to be done) all such other acts and things as may be required by the Overall Coordinators or the Joint Sponsors to implement the Hong Kong Public Offering and this Agreement and that it will comply with all requirements so as to enable listing of and permission to deal in the H Shares to be granted by the Listing Committee, such dealings to commence on or before the Listing Date and to enable such listing to be maintained thereafter, including in particular, effecting all necessary registrations and/or filings with the Stock Exchange, the SFC, the CSRC and/or the Registrar of Companies in Hong Kong, and the Company will take all steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents required to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the H Shares on the Stock Exchange.

3.2 Hong Kong Public Offering Documents

None of the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters shall have any liability in respect of any omission of information from any Hong Kong Public Offering Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard).

3.3 Issue of Hong Kong Offer Shares

Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable thereafter and in no event later than the Business Day before the Listing Date (or any other date specified below):

- 3.3.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank pari passu in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment and that they will rank pari passu in all respects with other Shares in issue and the International Placing Shares to be issued;
- 3.3.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) be entered in the register of members of the Company

accordingly (without payment of any registration fee) immediately upon the Global Offering being unconditional; and

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

3.4 Underwriting of the Hong Kong Public Offering

3.4.1 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 Clause 3.4.2, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to such Hong Kong Public Offering Application having been duly made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to Clause 3.1.3, be reduced pro tanto by the number of Hong Kong Offer Shares comprised in such Hong Kong Public Offering Application to the extent that such Hong Kong Public Offering Application has been accepted until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Each such Hong Kong Public Offering Application to which this Clause 3.4.1 applies must bear the name of the Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) by whom or on whose behalf the application is made and its official chop (or in the case of electronic application instruction, the broker number of the Hong Kong Underwriter) and there must be clearly marked on the applications "Hong Kong Underwriter's Application", with a copy to be delivered to the Overall Coordinators by 12:00 noon on the Acceptance Date.

3.4.2 Several underwriting commitments

On 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 validly applied for pursuant to Accepted Hong Kong Public Offering Applications (including Underwriter's Hong Kong Public Offering Applications) or in respect of which payment has not been cleared (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 Underwriter's Hong Kong Public Offering Applications to zero pursuant to Clause 3.4.1) shall, subject as provided in Clauses 2.7 and 3.4.7, apply or procure applications for such respective number of Hong Kong Offer Shares in aggregate representing the shortfall in the Hong Kong Public Offering Under-Subscription at the Offer Price ("**Unsold Hong Kong Offer Shares**") in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making Hong Kong Public Offering Applications

and the terms of payment) and shall pay or procure to be paid the full amount payable on application (plus Brokerage, Fees and Levies) in accordance with Clause 3.4.6, provided that the obligations of the Hong Kong Underwriters in respect of such Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be several (and not joint or joint and several) and that the number of Unsold Hong Kong Offer Shares each Hong Kong Underwriter is required to apply or procure application under this Clause 3.4.2 shall be calculated by applying the formula below but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set opposite its name in **Schedule 2**.

Where in relation to such Hong Kong Underwriter:

$$N = T \times \frac{(C - P)}{U}$$

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 3.4.2, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.5, 2.7 and 3.4.7, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Public Offering Application of such Hong Kong Underwriter pursuant to Clause 3.4.1; and
- U is the aggregate of (C - P) for all the Hong Kong Underwriters.

The obligations of the Hong Kong Underwriters determined pursuant to this Clause 3.4.2 may be rounded, as determined by the Overall Coordinators at their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be final and conclusive. If there is no Hong Kong Public Offering Under-Subscription, then the obligations of the Hong Kong Underwriters in relation to the Hong Kong Public Offering shall forthwith cease.

3.4.3 **Acceptance of applications**

The Company agrees with the Hong Kong Underwriters that all duly completed and submitted applications received prior to the Application Lists being closed and accepted by the Overall Coordinators pursuant to Clause 3.1.3, either in whole or in part, will, if accompanied with a remittance in the required amount which has been duly cleared, be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform the obligations imposed on them by this Clause 3.4.

3.4.4 **Calculation of Hong Kong Offer Shares applied for**

Following the closing of the Application Lists, the Company shall use its best endeavour to cause the Receiving Bank, the H Share Registrar and the **White Form eIPO** Service Provider as soon as possible, and in any event not later than 10:00 p.m. on the Acceptance Date, to complete the processing of the Hong Kong Public Offering Applications and in the event of a Hong Kong Public Offer Under-Subscription, to notify the Overall Coordinators forthwith of the number of the unsubscribed Hong Kong Offer Shares.

3.4.5 **Notification to the Hong Kong Underwriters**

Subject to Clause 2.7, in the event of a Hong Kong Public Offering Under-Subscription so that the Hong Kong Underwriters are obliged to apply for or procure applicants for the Unsold Hong Kong Offer Shares at the Offer Price, the Company will use its best endeavour to procure that the Receiving Bank, the H Share Registrar and the **White Form eIPO** Service Provider as soon as possible and in any event by 10:00 p.m. on the Acceptance Date (such Business Day being hereinafter referred to as the “**Shortfall Notification Date**”) notify the Overall Coordinators of the number of the Unsold Hong Kong Offer Shares. The Overall Coordinators will notify as soon as possible and in any event by 11:00 p.m. on the Shortfall Notification Date the Hong Kong Underwriters of the number of Unsold Hong Kong Offer Shares falling to be taken up after determination by the Overall Coordinators pursuant to Clause 3.4.2, having taken into account the invalid applications and any clawforward pursuant to Clause 2.7 and any exercise of their rights under Clause 3.4.7 (the “**Overall Coordinators’ Notice**”).

3.4.6 **Hong Kong Underwriters' subscription obligations**

As soon as practicable, and in any event not later than 12:00 noon on the first Business Day immediately after the receipt of Overall Coordinators’ Notice, each of the Hong Kong Underwriters will pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such Hong Kong Offer Shares as fall to be taken up by it after determination by the Overall Coordinators pursuant to Clause 3.4.2 (which shall include all amounts on account of Brokerage, Fees and Levies in accordance with the terms of the Hong Kong Public Offering), and the Company will, as soon as practicable after such payment and in no event later than the date set out in Clause 3.3, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver the H share certificates in relation to such Hong Kong Offer Shares, in each case on the basis set out in Clause 3.3.

3.4.7 **The Overall Coordinators’ option**

If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators shall have the right (but shall not be obliged) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to apply or procure applications for pursuant to Clause 3.4.2. Any application submitted or procured to be submitted by the Overall Coordinators pursuant to this Clause 3.4.7 in respect of which payment is made *mutatis mutandis* in accordance with Clause 3.4.6 shall satisfy pro tanto the obligation of the relevant Hong Kong Underwriter

under Clause 3.4.2 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

3.5 Default of a Hong Kong Underwriter

Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto), none of the Overall Coordinators and any of the Hong Kong Underwriters will be liable for any failure on the part of any of the Hong Kong Underwriters to perform any of such other Hong Kong Underwriter's obligations under this Agreement. Notwithstanding the foregoing, each of the Overall Coordinators and the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any or all of the Hong Kong Underwriters.

3.6 Payment obligations relating to the Hong Kong Public Offering

3.6.1 Payment to the Company

The Hong Kong Public Offering Application Monies will, subject to and in accordance with the provisions of the Receiving Bank Agreement and subject to Clauses 3.6.2, 3.6.3 and 3.6.4, be paid over to the Company in Hong Kong dollars by wire transfer to a bank account in Hong Kong designated in writing by the Company to the Sponsor-Overall Coordinators or by such other means as may be agreed between the Company and the Sponsor-Overall Coordinators as soon as the Conditions have been fulfilled (or waived) and the H Share Registrar has despatched valid share certificates in the names of successful applicants or HKSCC Nominees Limited (as the case may be) for the Hong Kong Offer Shares for receipt on or before the Listing Date; provided that

(i) the Nominee will, in accordance with the provisions of the Receiving Bank Agreement, deduct from the amount so payable to the Company and pay to the Sponsor-Overall Coordinators (where a person other than the Sponsor-Overall Coordinators is entitled to any amount so paid, as agent on behalf of such person) or to such person as the Sponsor-Overall Coordinators may instruct the costs, fees and expenses payable under Clauses 4.3(ii), 4.3(iii), 4.3(ix), 4.3(xv), 4.3(xvii) and 4.3(xxi).

For the purposes of the deduction in relation to Clause 4.3 and without prejudice to the Company's obligations under that Clause, the amount deductible shall be such amount as shall be notified to the Nominee and the Company by the Sponsor-Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) as being, in its opinion, adequate to cover such fees, costs, charges and expenses payable by the Company thereunder.

(ii) to the extent that the amounts deducted by the Nominee under Clause 3.6.1(i) are insufficient to cover the amounts payable by the Company pursuant to Clauses 4.3(ii), 4.3(iii), 4.3(ix), 4.3(xv), 4.3(xvii) and 4.3(xxi), or the Nominee does not or will not deduct in accordance with Clause 3.6.1(i), the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sponsor-Overall

Coordinators (for themselves or on behalf of the Hong Kong Underwriters) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 3.6.1 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 Hong Kong Public Offering Application Monies if and to the extent that the Offer Price shall be determined at below HK\$73.0 per Offer Share.

3.6.2 Payment of Brokerage, Fees and Levies

Subject to the receipt of the applicable amount and pursuant to Clause 4.3, the Sponsor-Overall Coordinators, for themselves and on behalf of the Hong Kong Underwriters, will 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, Fees and Levies in respect of Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the Hong Kong Public Offering Application Monies.

3.6.3 Payment of Trading Fee and Transaction Levies on behalf of the Company

The Sponsor-Overall Coordinators, on behalf of the Company, will arrange for the payment by the Nominee of the Trading Fee and the Transaction Levies payable by the Company as the case may be in respect of Accepted Hong Kong Public Offering Applications to the Stock Exchange or the SFC (as appropriate), such amounts to be paid out of the Hong Kong Public Offering Application Monies.

3.6.4 Refund of Hong Kong Public Offering Application Monies

In accordance with the terms of the Registrar Agreement, the H Share Registrar will arrange for the payment or distribution of cheques to applicants under the Hong Kong Public Offering who are entitled to receive any refund of Hong Kong Public Offering Application Monies (without any interest) in accordance with the terms of the Hong Kong Public Offering Documents.

3.6.5 Discharge from Hong Kong Underwriter's Obligations

As soon as the Hong Kong Offer Shares comprising the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter shall be subscribed and paid for by the Hong Kong Underwriter and/or subscribers procured by such Hong Kong Underwriter and/or otherwise pursuant to this Agreement, such Hong Kong Underwriter shall be discharged from its obligations and liabilities arising out of its Hong Kong Public Offering Underwriting Commitment.

3.6.6 No responsibility for default

The Company acknowledges that the Joint Sponsors, the Sponsors-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the CMIs have no liability whatsoever for any default by the Nominee or any other application or otherwise of funds.

3.7 Advice to the Company

3.7.1 The Company hereby confirms and acknowledges that each of the Overall Coordinators in its role as an overall coordinator under the Code of Conduct has:

- (i) engaged the Company at various stages during the process of the Global Offering to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- (ii) explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limiting to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- (iii) 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;
- (iv) advised the Company on the information that should be provided to syndicate CMLs (having the meaning ascribed to it under the Code of Conduct) 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;
- (v) provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMLs (having the meaning ascribed to it under the Code of Conduct) participating in the Global Offering;
- (vi) advised and guided the Company and the Directors as to their responsibilities under the Listing Rules and any other regulatory requirements or guidance issued by the Stock Exchange and SFC from time to time which apply to placing activities including the Global Offering, and that the Company and the directors fully understand and undertake to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs that they have met or will meet these responsibilities; and
- (vii) explained the potential concerns and advised the Company against making any decision which may deviate from the Overall Coordinators' advice or recommendations in relation to pricing or allocation of the Offer Shares or which 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.

4 COSTS, EXPENSES, FEES AND COMMISSIONS

4.1 Underwriting commissions

- 4.1.1 In consideration of the services of the Hong Kong Underwriters under this Agreement, the Company will pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission at the rate of 3.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Placing to the Hong Kong Public Offering pursuant to Clause 2.6 and any Offer Shares

reallocated from the Hong Kong Public Offering to the International Placing under Clause 2.7), out of which the Hong Kong Underwriters will meet all (if any) sub-underwriting commissions. The respective entitlements of the Hong Kong Underwriters to the underwriting commission will be determined by the Overall Coordinators and the Company and paid in accordance with the International Underwriting Agreement.

- 4.1.2 In addition, the Company may, at its sole and absolute discretion, pay to the syndicate members involved in the Global Offering an additional discretionary fee of up to 1.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Placing to the Hong Kong Public Offering pursuant to Clause 2.6 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Placing under Clause 2.7). Such fee (if any) shall be determined by the Company at its sole discretion and shall be allocated among the Underwriters in such proportions as the Company may decide in its sole and absolute discretion according to the International Underwriting Agreement.

4.2 Sponsors' fees

The Company shall further pay to the Joint Sponsors a sponsorship and documentation fee and such other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to the Sponsor and Sponsor-OC Engagement Agreements and/or such other agreement(s) between them.

4.3 Expenses in connection with the Hong Kong Public Offering

Subject to Clause 4.4, the Company shall bear all costs, fees and expenses in connection with or incidental to, the Global Offering and any associated transactions and this Agreement and transactions contemplated thereby or hereby including, without limitation:-

- (i) all fees and expenses of the Reporting Accountants;
- (ii) all fees and expenses of the H Share Registrar;
- (iii) all fees and expenses of the **White Form eIPO** Service Provider;
- (iv) all fees and expenses of the Property Valuer;
- (v) all fees and expenses of the legal advisers to the Underwriters and the legal advisers to the Company;
- (vi) all fees and expenses of any public relations consultants;
- (vii) all fees and expenses of any translators;
- (viii) all fees and expenses of any Internal Control Consultant;
- (ix) all fees and expenses of the Nominee and the Receiving Bank;
- (x) all fees and expenses of other agents of, and advisers to, the Company;

- (xi) all fees and expenses related to the application for listing of, and permission to deal in, the Offer Shares on the Stock Exchange and the registration of any documents with any relevant Governmental Authority;
- (xii) all reasonable roadshow costs and expenses and other related fees and expenses incurred by the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the CMLs;
- (xiii) all costs of preparation, printing, despatching and distribution of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all advertising costs and expenses;
- (xiv) all costs and expenses related to the despatch and distribution of the Offer Documents and investor presentation materials in all relevant jurisdictions;
- (xv) all CCASS transaction fees payable in connection with the Global Offering;
- (xvi) all costs and expenses related to the printing and despatching of H share certificates, letters of regret and refund cheques;
- (xvii) all Brokerage, Fees and Levies payable by the Company and any stamp or capital duty (if any), premium duty (if any) and other fees, charges and expenses payable in respect of the creation, allotment and issue of the Offer Shares, including but not limited to, any such stamp or capital duty (if any), premium duty (if any) and fees. For the avoidance of doubt, Brokerage for the Hong Kong Offer Shares is payable by the applicant under the Hong Kong Public Offering;
- (xviii) all costs and expenses related to the launching of the Global Offering;
- (xix) all costs and expenses of conducting the syndicate analysts' briefing;
- (xx) all reasonable costs and expenses of conducting pre-marketing and investors education relating to the Global Offering and for printing and distribution of research reports;
- (xxi) all processing charge and related expenses payable to HKSCC;
- (xxii) all reasonable travelling, telecommunications and other out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMLs in connection with and/ or incidental to the performance of their obligations pursuant to this Agreement, the International Underwriting Agreement, the Sponsor and Sponsor-OC Engagement Agreements and the Global Offering which are not otherwise specifically provided for in this Clause 4.3; and
- (xxiii) all other reasonable fees, costs and expenses incurred by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMLs on the Company's behalf which the Company further agrees in

writing with the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMI's after the date of this Agreement are to be reimbursed by the Company,

and unless so deducted pursuant to Clause 3.6.1, the Company shall, the Warranting Shareholders shall procure the Company to, forthwith upon request reimburse the Overall Coordinators or the relevant parties for the amount(s) of any such expenses and any other expenses which the Overall Coordinators may have reasonably incurred on behalf of the Company. For the avoidance of doubt, the initial listing fees payable to the Stock Exchange shall be borne solely by the Company.

Nothing in this Clause shall extinguish the unfettered right of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the CMI's to claim against the Company for all fees, costs and expenses that have been legally incurred in connection with the Global Offering and listing of the H Shares on the Main Board of the Stock Exchange.

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

If this Agreement shall be rescinded or terminated or not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission under Clause 4.1, but the Company shall still be liable for all the sponsorship and documentation fees referred to in Clause 4.2 and to each of the relevant party, all such costs, fees, charges and expenses referred to in Clause 4.3 which have been incurred or are liable to be paid by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the CMI's or any of the parties referred to thereunder.

4.5 Time of payment of costs

All commissions, fees, costs, charges and expenses referred to in this Clause 4 shall, if not so deducted pursuant to Clause 3.6.1, be payable by the Company within 30 days of the first written request by the Overall Coordinators or the relevant parties or in accordance with the engagement letter(s) or agreement(s) entered into by the Company and the relevant parties, whichever is earlier. All payments to be made by the Company under this Clause 4.5 are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto. The calculation by the Overall Coordinators or the Joint Sponsors of the amount payable or deductible shall be conclusive in the absence of manifest error.

5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.1 Representations, Warranties and undertakings by the Warrantors

The Warrantors jointly and severally represent, warrant, agree and undertake to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong

Underwriters and the CMLs in the terms set out in **Schedule 4**. The Warrantors accept that each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs is entering into this Agreement in reliance upon each of such Warranties.

5.2 Rights in relation to the Warranties

- 5.2.1 Each of the Warranties shall be construed separately and shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.
- 5.2.2 The Warranties shall remain in full force and effect notwithstanding completion of the Global Offering.
- 5.2.3 The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting at the date of this Agreement. In addition, the Warranties shall be deemed to be given on and/or repeated as at:
- (i) the date on which the Hong Kong Public Offering Documents are registered by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
 - (ii) the Prospectus Date and the date(s) of the supplemental Prospectus(es)(if any);
 - (iii) the Acceptance Date;
 - (iv) the Price Determination Date;
 - (v) immediately prior to the time when sales of the International Placing Shares were first made, which for the purposes of this Agreement is expected to be November 13, 2024 (Hong Kong time on the date of the International Underwriting Agreement);
 - (vi) the date of the announcement of the results of allocation in the Hong Kong Public Offering;
 - (vii) immediately prior to 8:00 a.m. on the Listing Date;
 - (viii) the date on which all the Conditions are fulfilled or waived in accordance therewith; and
 - (ix) immediately prior to the commencement of dealings in the Offer Shares on the Stock Exchange,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above without taking into consideration any amendment or supplement to any of the Offer Documents made or delivered under Clause 9.2.3 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed)

updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 5.2.3 shall affect the on-going nature of the Warranties.

5.2.4 If at any time on or prior to the last date on which the Warranties are deemed to be given pursuant to Clause 5.2.3, by reference to the facts and circumstances then subsisting, any matter or event comes to the attention of any of the Warrantors which:

- (i) would or might result in any of the Warranties, if repeated immediately after the occurrence of such matter or event, being untrue or inaccurate or misleading; or
- (ii) would or might render any statement untrue, inaccurate or misleading, whether of fact or opinion, contained in the Offer Documents or any of them if the same were issued immediately after the occurrence of such matter or event; or
- (iii) would or might result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offer Documents, Application Proof(s), Post Hearing Information Pack or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event); or
- (iv) would or might result in any breach of the representations, warranties or undertakings given by any of the Warrantors or any circumstances giving rise to a claim under any of the indemnities as contained in, or given pursuant to, this Agreement,

such Warrantor shall forthwith notify and consult the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and shall, at its own expense, take such steps as may be requested by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to remedy the same.

5.2.5 If any matter or event referred to in Clause 5.2.4 shall have occurred, nothing herein shall prejudice any rights that the Overall Coordinators 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 8.

5.2.6 The Warrantors shall not, and shall use its best endeavours to procure that none of the members of the Group will:

- (i) do or omit to do anything or permit to occur any event which would or might render or cause, and will use their respective best efforts not to permit, any of the Warranties to be untrue, inaccurate or misleading, or breached in any respect at or prior to any time referred to in Clause 5.2.3 (assuming such Warranties to be repeated at such times with reference to the facts and circumstances then subsisting);
- (ii) do or omit to do anything or permit to occur any event which would or could materially and adversely affect the Global Offering; or

- (iii) without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offer Documents or any of them without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)(which approval shall not be unreasonably withheld or delayed), except as required by application Laws, in which case the Company shall, to the extent permissible under the application Laws, first consult the Joint Sponsors and the Overall Coordinators before such amendment or supplement); and (ii) at any time until the First Six-Month Period expires enter into any contract or commitment of an unusual or onerous nature or which could materially and adversely affect the business or affairs of the Company and the Group taken as a whole, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract for the purpose of the Offer Documents or a material commitment of the Company.

5.2.7 For the purpose of this Clause 5:

- (i) the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and all other matters and arrangements referred to or contemplated by this Agreement;
- (ii) if an amendment or supplement to the Offer Documents, Application Proof, Post Hearing Information Pack or any of them is published after the date hereof, Warranties relating to any such documents given pursuant to this Clause 5 shall be deemed to be repeated on the date of publication of such amendment or supplement, and when so repeated, Warranties relating to 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; and
- (iii) the benefit of the Warranties contained in this Agreement may be assigned in whole or in part by any of the Hong Kong Underwriters to any of their respective Affiliates, and their respective directors, officers, employees, agents and sub-underwriters but save as aforesaid and as provided in Clause 9.3.2, no party hereto shall assign or transfer any of its rights or obligations under this Agreement.

5.3 Warrantors' knowledge

A reference in this Clause 5 or in Schedule 4 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that the Warrantors in respect of any Warranty made by them have used their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or 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 Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's under this Clause 5 shall not be prejudiced in any way whatsoever by such knowledge, investigation or enquiry.

5.4 Consideration

The Warrantors have entered into this Agreement, and agreed to give the Warranties herein, in consideration of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, 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.

6 FURTHER UNDERTAKINGS

6.1 Further undertakings by the Company

The Company undertakes to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's that, and each of the other Warrantors undertakes to procure that:

- (i) the Company will comply in all respects with the terms and conditions of the Global Offering and, in particular, without limitation:
 - (a) to comply with all applicable Laws in effect from time to time, in particular, to comply with the obligations imposed upon it by the CSRS Rules, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules in respect of or by reason of the making of the Global Offering including, but without limitation, the making of all necessary filings (including the CSRC Filings) and obtaining all necessary Approvals with the CSRC, the Registrar of Companies in Hong Kong, the Stock Exchange and the SFC and any other relevant Governmental Authority and the making available of documents on display in the manner referred to in the paragraph headed "Documents Delivered to the Registrar of Companies and Available on Display - Documents Available on Display" in Appendix VIII to the Prospectus during the period specified in that paragraph;
 - (b) to comply in all aspects with the terms and conditions of the Global Offering and, in particular, to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clauses 3.4.6 and 3.4.7, to the applicants under Clause 3.4.6 or, as the case may be, as the Overall Coordinators direct; and
 - (c) as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event on the date specified in the Prospectus for the despatch of the share certificates, to cause definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procure that the share certificates for Hong Kong Offer Shares in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock account of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;

- (ii) the Company will use its best endeavours to procure that the H Share Registrar, the **White Form eIPO** Service Provider and the Receiving Bank will comply with the terms of their respective appointment, all applicable Laws in material respects (including, without limitation, the Guidelines for Electronic Public Offerings published by the SFC) and any reasonable instructions from the Overall Coordinators in connection with the Global Offering, and will do all such acts and things as may be required to be done by each of them and by the time specified or necessary in connection with the Global Offering and the transactions contemplated thereunder, and in particular, but without limitation, as set out in the Registrar Agreement, any agreement between the Company and the **White Form eIPO** Service Provider and the Receiving Bank Agreement, respectively;
- (iii) none of the terms of the appointments of the H Share Registrar, the **White Form eIPO** Service Provider and the Receiving Bank shall be amended without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- (iv) each of the Warrantors will, and will use its/his best endeavours to cause its/his Affiliates and subsidiaries (if applicable) and any party acting on its behalf to, comply with the CSRC Rules, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules (as relevant) and any requirements to publish information affecting the information contained in the Prospectus including supplemental listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document as contemplated above without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Joint Sponsors;
- (v) as soon as practicable and in any event before the commencement of dealings in the H Shares on the Stock Exchange, the Company will procure its legal advisers to submit a declaration substantially as in Form F pursuant to Rule 9.11(37) of the Listing Rules on FINI;
- (vi) none of the Directors or existing shareholders of the Company or their respective close associates (as defined in the Listing Rules) will apply for or acquire any Offer Shares either in their own names or through nominee unless permitted to do so under the Listing Rules and obtain confirmation from the Stock Exchange to that effect;
- (vii) the Company will use all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the paragraph headed "Future Plans and Use of Proceeds - Use of Proceeds" in the Prospectus (as amended from time to time subject to compliance with all applicable Laws, including the Listing Rules provided that prior consultation with the Joint Sponsors and the Sponsor-Overall Coordinators shall be made by the Company for any change to the use of proceeds within twelve months after the Listing Date). The Company will not directly or indirectly use any of the proceeds from the International Placing to fund any operations in, to finance any investments, projects or activities in, to make any payments to, any country, or to make any payments to, or finance any activities with, any person, targeted by any of the economic sanctions promulgated by any Executive Order issued by the President of the United States or administered by the United States Treasury Department's Office of Foreign Asset Control. The Company will maintain and implement adequate internal controls and procedures

to monitor and audit transactions that are reasonably designed to detect and prevent any use of the proceeds from the Global Offering that is inconsistent with any of the Company's representations and applicable obligations;

(viii) except pursuant to the Global Offering, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"), the Company will not, and will procure each other Group Company not to, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any other warrants or other rights to purchase, any Shares, as applicable), or deposit any Shares or other securities of the Company, as applicable, with a depository in connection with the issue of depository receipts; or repurchase any Shares or other securities of the Company, as applicable, or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company, as applicable); or
- (c) enter into any transaction with the same economic effect as any transactions specified in Clause 6.1(viii)(a) or 6.1(viii)(b) above; or
- (d) offer to or agree to or announce any intention to effect any transaction specified in Clause 6.1(viii)(a), 6.1(viii)(b) or 6.1(viii)(c) above,

in each case, whether any of the transactions specified in Clause 6.1(viii)(a), 6.1(viii)(b) or 6.1(viii)(c) above is to be settled by delivery of Shares or other securities of the Company, as applicable, or 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);

(ix) in the event that, during the period of six months immediately following the expiry of the First Six-Month Period (the "**Second Six-Month Period**"), the Company enters into any of the transactions specified in Clause 6.1(viii)(a), 6.1(viii)(b) or 6.1(viii)(c) above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in any Shares or other securities of the Company;

- (x) the Company will use its best efforts to maintain the listing of the H Shares on the Stock Exchange at least for a period of 12 months after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- (xi) without prejudice to Clauses 3.4.6, 3.6.2 and 3.6.3, the Company will pay any tax, duty, levy, fee or other charge or expense (if any) which may be payable in Hong Kong or elsewhere, whether pursuant to the requirement of any Laws or otherwise, 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;
- (xii) the Company shall not at any time after the date of this Agreement up to and including the date on which all the Conditions are fulfilled or waived, amend or agree to amend the Articles of Association (save as requested by the Stock Exchange or other relevant competent Governmental Authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements of the Listing Rules) or enter into or allow any Group Company to enter into any commitment or arrangement which could materially and adversely affect the Global Offering or which is outside the ordinary course of business of any member of the Group or take any steps which, in the reasonable opinion of the Joint Sponsors and the Overall Coordinators, would be materially inconsistent with any expression of policy or intention in the Prospectus or make any material amendment to any of the service contracts of the Directors or waive or release a Director from any provision of his service contract and the Company shall do all such acts and things to enforce or preserve the rights of the Company under the service contracts;
- (xiii) **[INTENTIONALLY DELETED]**
- (xiv) if at any time prior to the completion of the issue of the Offer Shares by the Company, any event occurs as a result of which any of the Offer Documents, as then amended or supplemented, would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it should be necessary to amend or supplement the Offer Documents to comply with applicable Laws, the Company and the Warrantors will promptly notify the Joint Sponsors and will prepare and provide to the Joint Sponsors an amendment or supplement which will correct such statement or omission and effect such compliance and will not distribute any such amendment or supplement which the Joint Sponsors object;
- (xv) if, at any time up to or on the date falling six months after the Listing Date, there is a material change which affects or is capable of affecting any information contained in the Offer Documents or a material new matter arises, the inclusion of information in respect of which would have been required in any of the Offer Documents had it arisen before any of them was issued, then the Company shall:
 - (a) promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators;

- (b) if so required by the Joint Sponsors, inform the Stock Exchange of such change or matter;
- (c) (if so required by the Stock Exchange, the Joint Sponsors or the Overall Coordinators) promptly prepare and (through the Joint Sponsors unless the Joint Sponsors agree not to do so) deliver to the Stock Exchange for approval documentation containing details thereof in a form agreed by the Joint Sponsors and publish such documentation in such manner as the Stock Exchange, the Joint Sponsors and the Overall Coordinators may require; and
- (d) make any necessary announcements through the Stock Exchange and the press to avoid a false market being created in the Offer Shares.

The Company undertakes not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any matter aforesaid without the prior written consent of the Joint Sponsors and the Overall Coordinators;

- (xvi) the Company will assist the Overall Coordinators to obtain the qualification of the Offer Shares for offering under the Laws of such jurisdictions as the Overall Coordinators may designate and to maintain such qualifications in effect so long as required for the sale of the Offer Shares. The Company will promptly advise the Overall Coordinators of the receipt by the Company of any notification with respect to the suspension of the qualification of the Offer Shares for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;
- (xvii) each Warrantor agrees not to, and to cause its respective Affiliates not to, take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of the Shares or any securities of the Company;
- (xviii) the Company shall ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant will promptly be rectified or improved in accordance with any recommendations or suggestions made by the Internal Control Consultant in such internal control report and to a standard to allow compliance by the Company and its board of Directors with all applicable Laws;
- (xix) each of the Warrantors will not and, for the Warrantors who is a corporate entity, will use its best endeavours to cause their respective directors and employees not provide Non-Public Information to any investment research analyst at any time up to and including the day falling on the later of (i) 40 calendar days after the closing of the Global Offering or (ii) such later date as the Overall Coordinators may indicate in writing;
- (xx) the Company will cooperate with and fully assist, and procure members of the Group, the Warrantor Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Overall Coordinators, the Underwriters to facilitate its performance of its duties, as the case may be, as a sponsor, overall coordinator or capital market intermediary and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory

requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the CSRC Rules, the Code of Conduct and the Listing Rules (including, without limitation, the provision of materials, information and documents to the CSRC, the Stock Exchange and the SFC under paragraphs 21.3 and 21.4 of the Code of Conduct and Chapter 3A of and paragraph 19 of Appendix F1 to the Listing Rules);

- (xxi) the Company will 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 Stock Exchange, the SFC and any other Governmental Authority) including, without limitation:
- (i) for a period of one year after the Listing, complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Governmental Authority to be announced and disseminated to the public in any material respect;
 - (ii) for a period of one year after the Listing, complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
 - (iii) for a period of one year after the Listing, where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant PRC Governmental Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
 - (iv) complying with the Listing Rule requirement to document the rationale behind the Company’s decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators (each in the capacity of an overall coordinator) in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
 - (v) 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 the Directors;

- (vi) 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;
- (vii) for a period of one year after the Listing and to the extent such information is known to the Company, keeping the Joint Sponsors and the Overall Coordinators (each in the capacity of an overall coordinator) informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under paragraph (xxi) above, and to enable the Overall Coordinators to provide (or procuring their provision) to the CSRC, the Stock Exchange and/or the SFC, in a timely manner, such information as the CSRC, the Stock Exchange or the SFC may require;
- (viii) providing to or procuring for the Overall Coordinators (each in the capacity of an overall coordinator) all necessary consents to the provision of the information referred to in paragraph (xxi) of this Clause to them; and
- (ix) complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators (each in the capacity of an overall coordinator) and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Overall Coordinators (each in the capacity of an overall coordinator).

6.2 Further undertakings by each Warrantor

Each of the Warrantors undertakes to each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it/he will notify each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs immediately if it/he becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than "Not Applicable" or, unless requested, "Non-SFC authorised fund") as set out in the Stock Exchange's placee list template or required to be disclosed by the FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company's allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the directors, chief executive, substantial

shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries or a close associate of any of them (as such terms are defined in the Listing Rules).

6.3 [INTENTIONALLY DELETED]

6.4 Obligations and liability

- 6.4.1 The obligations of each of the Warrantors shall be binding on his, her or its personal representatives and successors (as the case may be).
- 6.4.2 Any liability to any party to this Agreement may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party as regards any person under such liability without prejudicing the rights of any other party or the relevant party's other rights against such person or the relevant party's rights against any other person under the same or a similar liability.
- 6.4.3 Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto), for the avoidance of doubt, neither the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters nor any of the CMIs shall be responsible or liable for any breach of the provisions of this Agreement by any of the Hong Kong Underwriters (other than itself in its capacity as a Hong Kong Underwriter).
- 6.4.4 Save and except for any loss or damage finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be) to have been caused solely and directly by the gross negligence, wilful default or fraud on the part of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the other Hong Kong Underwriters, no claim shall be made against the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or against any other of the Indemnified Persons (as defined below) (such right of the Indemnified Persons being held by the Hong Kong Underwriters as trustee for the Indemnified Persons) by the Company and/or any of the other Warrantors (and each of the Warrantors shall procure that none of its Affiliates shall make any such claim), to recover any damage, cost, charge or expense which any of the Warrantors may suffer or incur by reason of or arising out of the carrying out by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs of the work to be done by any of them or the performance of their respective obligations hereunder or otherwise in connection with any other Underwriting Documents, the Offer Documents, the Global Offering and any associated transactions (whether in performance of its duties as underwriter or otherwise). Specifically (but without prejudice to the generality of the foregoing), none of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares or any announcements, documents, materials, communications or information whatsoever made, given, related or issued arising out of, in relation to or in

connection with the Company or the Global Offering (whether or not approved by any of the Overall Coordinators or any of the Hong Kong Underwriters).

7 INDEMNITY

7.1 The Warrantors jointly and severally undertake (except for clause 7.1(p) which is undertaken solely by the Company) to indemnify, defend and keep fully indemnified on demand (on an after-tax basis) and hold harmless each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs (for itself and on trust for (a) its directors, officers, employees, agents, representatives, advisers, consultants, assignees and affiliates; (b) its subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 2.2.4; (c) all directors, officers, members, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates; (d) the successors and assignees of all of the foregoing persons (the **"Related Parties"**)) (each an **"Indemnified Person"**) from and against (i) all and any actions, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations and proceedings from time to time made or brought or threatened or alleged to be made or brought (together, the **"Actions"**) against or otherwise involve, and (ii) all losses, damages, liabilities, payments, costs, charges, expenses, claims and any action, writs, proceeding, investigation or inquiry by or before any Governmental Authority including legal fees and taxes (including stamp duty and any penalties and/or interest arising in respect of any taxes) (including, without limitation, all payments, costs or expenses made or incurred arising out of or in connection with the settlement of any Actions or in investigating, disputing or defending the same or the enforcement of any such settlement or any judgment obtained in respect of any Actions) (together, the **"Losses"**) which may be suffered, made or incurred by, an Indemnified Person (with such amount of indemnity to be paid to the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs to cover all the Actions against and Losses incurred by, such party and its Related Parties) directly or indirectly in connection with:

- (a) the execution, delivery or performance by any one or more of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs of its/their obligations under this Agreement or any other Underwriting Documents or the Offering Documents or otherwise in connection with the Global Offering (including but not limited to the respective roles and responsibilities of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMLs under the Sponsor and Sponsor-OC Engagement Agreements, the OC Engagement Agreements and the CMI Engagement Agreements or otherwise under the Code of Conduct); or
- (b) the issue, publication, distribution or making available of any of the Offering Documents, and/or any document, public notice, announcement, material, communication and advertisement in connection with the Company or the Global Offering, or any amendments or supplements thereto (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMLs); or

- (c) the offer, allotment and issue or the sale and transfer, as the case may be, of the Offer Shares; or
- (d) any breach or alleged breach on the part of the Company or any of the other Warrantors of any of the provisions of any of the Underwriting Documents, the Offer Documents or the Articles of Association 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 Subsidiaries, directors, officers or employees or any of the other Warrantors resulting in a breach of any of the provisions of any of the Underwriting Documents, the Offer Documents or the Articles of Association; or
- (e) any of the Warranties being untrue, inaccurate, misleading, deceptive or otherwise breached or being alleged to be untrue, inaccurate, misleading, deceptive or otherwise breached; or
- (f) any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offer Documents or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI) 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 Underwriting Documents; or
- (g) any of the Offer Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI), or, in each case, any supplement or amendment thereto, containing any incomplete, inaccurate, misleading or deceptive statement or alleged untrue, incomplete, inaccurate, misleading or deceptive statement of a fact, estimate, forecast or expression of opinion, intention, or omitting or allegedly omitting a fact necessary to make any statement therein in light of the circumstances under which it was made, not misleading or deceptive, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained therein; or
- (h) any failure or alleged failure by the Company or any of the Directors or the Supervisors to comply with their respective obligations under the Listing Rules or the applicable Laws; or
- (i) the settlement by any Group Company of any investigation or proceeding by any Governmental Authority, commenced or threatened; or
- (j) any act or omission of the Company, any other Warrantors or any Group Company in relation to the Global Offering; or
- (k) any statement in any of the Offer Documents, the CSRC Filings or in any announcements, documents, materials, communications or information

whatsoever made, given, released or arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs) or, in each case, any supplement or amendment thereto, being or alleged to be defamatory of any person or any jurisdiction; or

- (l) any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- (m) the Global Offering failing or being alleged to fail to comply with the requirements of the CSRC Rules, the Listing Rules, the Code of Conduct, the applicable Laws or any statute or statutory regulation of any applicable jurisdiction, or any condition or term of any approvals in connection with the Global Offering, other than as a result of breach(es) of undertakings hereof by the Hong Kong Underwriters or any of them; or
- (n) any of the Offer Documents failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made of the assets and liabilities, financial position, profits and losses and prospects of the Group or of the rights attaching to the Shares, or any risks relating to any of the foregoing; or
- (o) any breach, violation or non-compliance or alleged breach, violation or non-compliance by any of the Warrantors or any Group Company of applicable Laws in any material respect; or
- (p) any breach or alleged breach of any Cornerstone Investment Agreement by any cornerstone investor (including any representation, warranty, agreement and undertaking given by such cornerstone investor), to the extent not covered or sufficiently covered by remedies or indemnities available to the Indemnified Persons under such Cornerstone Investment Agreement; or
- (q) otherwise, howsoever, in connection with the Global Offering and the underwriting thereof,

provided that the above indemnity in respect of Clause 7.1(a) shall not be available to any Indemnified Person to the extent, but only to the extent, that such Action or Loss is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be) to have been caused solely and directly by the gross negligence, wilful default or fraud on the part of such Indemnified Person, and any settlement or compromise of or consent to the entry of judgment with respect of any Action or Loss by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person shall

be made without prejudice to any claim, action or demand any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person may have or make against the Company and/or any of the other Warrantors under this Clause or otherwise under this Agreement.

- 7.2** Counsel to the Indemnified Persons in relation to any Action shall be selected by the Overall Coordinators. The Warrantors shall not, without the prior written consent of the relevant Indemnified Person or the Hong Kong Underwriter of which such Indemnified Person is a Related Party, admit liability or responsibility, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any Governmental Authority, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Clause without first consulting the Indemnified Persons (whether or not such Indemnified Person is an actual or potential party thereto) or the Hong Kong Underwriter of which such Indemnified Person is a Related Party.
- 7.3** Any admission of liability or responsibility, settlement or compromise of or consent to the entry of judgment with respect to any Action or Loss by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Person may have or make against the Company and/or any other Warrantors under this Agreement. The Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Persons are not required to obtain consent from any of the Warrantors with respect to such admission of liability or responsibility, settlement or compromise. The rights of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Persons herein are in addition to any rights that each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Persons may have at law or otherwise and the obligations of the Warrantors herein shall be in addition to any liability which the Warrantors may otherwise have.
- 7.4** The provisions of the indemnities contained in this Clause are not affected by any other provisions or forms (including any limitations) set out in this Agreement. For the avoidance of any doubt, the indemnity contained in this Clause 7 is not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at Laws or in equity.
- 7.5** If the indemnity under this Clause 7 is unavailable or insufficient to hold harmless an Indemnified Person, then the Warrantors shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Person as a result of such Actions or Losses:

- (a) in such proportion as is appropriate to reflect the relative benefits received by the Warrantors on the one hand and the Hong Kong Underwriters on the other hand from the Hong Kong Public Offering; or
- (b) if the allocation provided in (a) above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in (a) above but also the relative fault of any of the Warrantors on the one hand and the Hong Kong Underwriters on the other hand which resulted in the Actions or Losses as well as any other relevant equitable considerations.

7.6 For the purpose of Clause 7.5, the relative benefits received by the Warrantors on the one hand and the Hong Kong Underwriters on the other hand shall be deemed to be in the same proportion as the total net proceeds received by the Company (before deducting expenses) as a result of the Global Offering bear to the aggregate amount of the commissions which the Hong Kong Underwriters are entitled to receive pursuant to Clause 4.1. Relative fault shall be determined by reference to, among other things, the relative intent, knowledge, access to information and opportunity to correct or prevent the relevant breach or alleged breach on the part of the Warrantors of any of the provisions of this Agreement or the Warranties being untrue, misleading or deceptive or having been breached in any respect or being alleged to be untrue, misleading or deceptive in any respect or being alleged to have been breached in any respect. The parties to this Agreement agree that it would not be just and equitable if contributions pursuant to Clause 7.5 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in this Clause 7.6. The amount paid (on a several basis) by an Indemnified Person as a result of any Actions or Losses, shall be deemed to include any legal or other expenses incurred by such Indemnified Person in connection with investigating or defending any such Actions.

7.7 All payments made by the Warrantors under this Clause 7 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 Laws. If a Warrantor makes a deduction under this Clause 7, the sum due from the Warrantors shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Person which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made. All amounts subject to indemnity under this Clause 7 shall be paid by the Warrantors as and when they are incurred within 15 days of a written notice demanding payment being given to the relevant Warrantors by or on behalf of an Indemnified Person.

7.8 If a payment under this Clause 7 will be or has been subject to tax, the Warrantors shall pay the relevant Indemnified Person on demand the amount (after taking into account any tax payable in respect of the amount and treating for these purposes as payable any tax that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Person receives and retains a net sum equal to the sum it would have received had the payment not been subject to tax.

7.9 If a Warrantor 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 Warrantor or any other person is excluded or limited in any manner, and any of the Indemnified Persons may have joint and several liability with such adviser to the Warrantor or to any other person arising out of the performance of its duties under this Agreement or any other Underwriting Document or any Offer Document, the Warrantor shall:

- 7.9.1 not be entitled to recover any amount from any Indemnified Person which, in the absence of such exclusion or limitation, the Warrantor would have been entitled to recover from such adviser; and
 - 7.9.2 indemnify the Indemnified Persons in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 7.9.3 take such other action as the Indemnified Person may require to ensure that the Indemnified Persons are not prejudiced as a consequence of such agreement or arrangement.
- 7.10** If any Action is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 7 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Action, 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 7 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Action including appointing counsel at its expense to act for it in such Action; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Action, the Joint Sponsors and the Overall Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Action. 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.
- 7.11** The foregoing provisions of this Clause 7 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed or the termination of the Agreement (as the case may be).

8 TERMINATION

- 8.1** The Overall Coordinators, at their sole and absolute discretion, may, for themselves and on behalf of the Hong Kong Underwriters, upon giving notice in writing to the Company made pursuant to Clause 9.13, terminate this Agreement with immediate effect if any of the following events occurs at or prior to 8:00 a.m. on the Listing Date:
- 8.1.1 there has come to the notice of the Joint Sponsors and/or the Overall Coordinators:
 - (i) that any statement contained in any Offer Documents and/or any notices, announcements, advertisements, communications or other documents in connection with the Global Offering (including any supplement or amendments thereto) (collectively, the “**Relevant Documents**”) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete in any material respect, or misleading or deceptive in any respect or that any forecast, expression of opinion, intention or expectation expressed in any of the Relevant Documents is not, in the sole and absolute opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong

- Underwriters), fair and honest and based on reasonable assumptions, when taken as a whole; or
- (ii) that any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before the respective dates of the publication of the Relevant Documents, constitute a material omission therefrom; or
 - (iii) any material breach of any of the obligations imposed or to be imposed upon any party to this Agreement or the International Underwriting Agreement (including any supplemental or amendment thereto, as applicable) (in each case, other than on the part of any of the Underwriters); or
 - (iv) any event, act or omission which gives or is likely to give rise to any liability of any of the Warrantors pursuant to Clause 7 of this Agreement or under the International Underwriting Agreement; or
 - (v) any material adverse change or development involving a prospective material adverse change in the assets, liabilities, general affairs, management, business prospects, shareholders' equity, profits, losses, results of operations, position or conditions (financial, trading or otherwise) or performance of any Group Company; or
 - (vi) any breach of, or any event or circumstance rendering untrue or incorrect in any respect, any of the Warranties; or
 - (vii) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares is refused or not granted, or is qualified (other than subject to customary conditions), on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
 - (viii) the Company withdraws any of the Relevant Documents or the Global Offering; or
 - (ix) any expert named in the Prospectus (other than the Hong Kong Underwriters) has withdrawn or sought to withdraw its consent to being named in any of the Relevant Documents or to the issue of any of the Relevant Documents; or
 - (x) a material portion of the orders in the bookbuilding process or the investment commitments by any cornerstone investors after signing of agreements with such cornerstone investors, have been withdrawn, terminated or cancelled; or
 - (xi) any Director or member of senior management of the Company is vacating his or her office, is being charged with an indictable offence or is prohibited by operation of Law or otherwise disqualified from taking part in the management or taking directorship of a company ;

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

- (i) any local, national, regional, international event or circumstance, or series of events or circumstances, beyond the reasonable control of the Underwriters (including, without limitation, any acts of government or orders of any courts, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a local, regional, national or international emergency, riot, public disorder, economic sanctions, outbreaks of diseases, pandemics or epidemics (including, without limitation, Severe Acute Respiratory Syndrome, avian influenza A (H5N1), Swine Flu (H1N1), H7N9, Middle East Respiratory Syndrome, coronavirus or such related or mutated forms) or interruption or delay in transportation); or
- (ii) any change or development involving a prospective change, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change, in any local, regional, national, international, financial, economic, political, military, industrial, fiscal, legal regulatory, currency, credit or market conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets); or
- (iii) any moratorium, suspension or restriction on trading in securities generally (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on the Stock Exchange, the New York Stock Exchange, the London Stock Exchange, the NASDAQ Global Market, the Shanghai Stock Exchange, the Shenzhen Stock Exchange and the Singapore Stock Exchange ; or
- (iv) any new Laws, or any change or development involving a prospective change in existing Laws, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change in the interpretation or application of existing Laws by any court or other competent authority, in each case, in or affecting any of Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Germany, Singapore, Dubai or any other jurisdictions relevant to any Group Company or the Global Offering (the “**Specific Jurisdictions**”); or
- (v) any general moratorium on commercial banking activities, or any disruption in commercial banking activities, foreign exchange trading or securities settlement or clearance services or procedures or matters, in or affecting any of the Specific Jurisdictions; or
- (vi) the imposition of economic sanctions, in whatever form, directly or indirectly, by or for any of the Specific Jurisdictions; or
- (vii) a change or development involving a prospective change in or affecting taxation or exchange control (or the implementation of any exchange control), currency exchange rates or foreign investment Laws (including, without limitation, any change in the system under which the value of the

Hong Kong currency is linked to that of the currency of the United States or a fluctuation in the exchange rate of the Hong Kong dollar or the Renminbi against any foreign currency) in or affecting any of the Specific Jurisdictions or affecting an investment in the H Shares; or

- (viii) any change or development involving a prospective change in, or a materialisation of, any of the risks set out in the section headed “Risk Factors” in the Prospectus; or
- (ix) any litigation or claim of any third party being threatened or instigated against any Group Company, any of the Warranting Shareholders or any Directors or senior management of the Company; or
- (x) any contravention by any member of the Group or any Director or any member of senior management of the Company of any applicable Laws, the Listing Rules or the CSRC Rules; or
- (xi) the commencement by any Governmental Authority of any action or investigation against any Director or member of senior management of the Company in his or her capacity as such or any member of the Group or an announcement by any Governmental Authority that it intends to take any such action; or
- (xii) a contravention by any Group Company or any Director of the Listing Rules, the Companies Ordinance or any other Laws applicable to the Global Offering; or
- (xiii) a prohibition on the Company for whatever reason from allotting, issuing or selling the Offer Shares; or
- (xiv) non-compliance of the Prospectus, the CSRC Filings and the other Relevant Documents or any aspect of the Global Offering with the Listing Rules or any other Laws applicable to the Global Offering; or
- (xv) the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus and/or any other Relevant Documents pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules or any requirement or request of the Stock Exchange, the CSRC and/or the SFC; or
- (xvi) a demand by any creditor for repayment or payment of any indebtedness of any Group Company or in respect of which any Group Company is liable prior to its stated maturity, or an order or petition for the winding up or liquidation of any Group Company or any composition or arrangement made by any Group Company with its creditors or a scheme of arrangement entered into by any Group Company or any resolution for the winding-up of any Group Company or the appointment of a provisional liquidator, receiver or manager over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurring in respect of any Group Company;

which in each case individually or in aggregate at the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (a) has or is or will or may have or is likely to have a Material Adverse Effect; or
- (b) has or will or may have or could be expected to have an adverse effect on the success, marketability or pricing of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Placing; or
- (c) makes or will make or may make it inadvisable, inexpedient or impracticable for any part of this Agreement or the Global Offering to be performed or implemented or proceeded with as envisaged or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and manner contemplated by the Offer Documents shall otherwise result in an interruption to or delay thereof; or
- (d) has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

8.2 Upon the termination of this Agreement pursuant to Clauses 2.1.4, 2.4 or 8.1:

- 8.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, no party to this Agreement shall be under any liability to any other party in respect of this Agreement, and no party shall have any claim against any other party to this Agreement for costs, damages, compensation or otherwise, save in respect of the provisions of this Clause 8 and Clauses 4, 7 and 9, any antecedent breaches under this Agreement and any rights or obligations which may have accrued under this Agreement prior to such termination;
- 8.2.2 the Company shall refund forthwith all payments, if any, made by the Hong Kong Underwriters or any of them, directly or indirectly, to the Company pursuant to Clause 3.4 and/or by the successful applicants under valid Hong Kong Public Offering Applications (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement); and
- 8.2.3 the Company shall pay to the Overall Coordinators the costs, fees and expenses set out in Clauses 4.2 and 4.3 to the extent the same have already been reasonably incurred and the Overall Coordinators may, in accordance with the provisions herein and the Receiving Bank Agreement, instruct the Nominee to make any such (or any part of such) out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

9 GENERAL PROVISIONS

9.1 Release

Any liability to any party under this Agreement may in whole or in part be released, compounded or compromised, and time or indulgence may be given, by that party (and, where any liability is owed to any Hong Kong Underwriters, by the Overall Coordinators (for themselves on behalf of any or all of the Hong Kong Underwriters) at their sole and absolute discretion as regards any person under such liability, without in any way prejudicing or affecting that party's rights against any other person under the same or a similar liability, whether joint and several or otherwise.

9.2 Remedies and waivers

9.2.1 No failure or delay by any party hereto in exercising any right, power or remedy provided by Laws or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise of it or the exercise of any other right, power or remedy.

9.2.2 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise).

9.2.3 Each of the Warrantors agrees and acknowledges that any consent by, or knowledge of, any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs, to the delivery to investors of any amendments or supplements to the Offer Documents subsequent to its distribution will not (i) constitute a waiver of any Condition; (ii) result in the loss of any right of any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMLs to terminate this Agreement; or (iii) have the effect of amending or updating any of the Warranties.

9.3 Successors and assignment

9.3.1 This Agreement shall be binding upon, and inure solely to the benefit of the parties hereto 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.

9.3.2 Each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement.

9.3.3 Save as provided in Clause 9.3.2, no party hereto may assign or transfer all or any part of the benefits of, or interest or right in or under, this Agreement.

9.3.4 Obligations under this Agreement shall not be assignable.

9.4 Further assurance

Each of the parties hereto undertakes with the other parties hereto that it shall execute and perform and procure that there are executed and performed such further documents and acts as the other parties hereto may reasonably require to give effect to the provisions of this Agreement.

9.5 Entire agreement and variation

9.5.1 This Agreement, together with (in case of the Joint Sponsors and the Sponsor-Overall Coordinators) the Sponsor and Sponsor-OC Engagement Agreements, (in the case of CCBI and CSCI) the OC Engagement Agreements, (in the case of the CMI) the CMI Engagement Agreements and any document referred to herein as an agreement expected to be entered into, constitutes the entire agreement among the Company, the Warranting Shareholders, the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Laws which may be excluded by contract. In case any terms herein are inconsistent with those in the Sponsor and Sponsor-OC Engagement Agreements, the OC Engagement Agreements or the CMI Engagement Agreements, the terms of this Agreement shall prevail. This Agreement supersedes and extinguishes all previous agreements or understandings relating to the underwriting of the Hong Kong Public Offering which shall cease to have any further force or effect and each party acknowledges that no party hereto has entered into this Agreement in reliance upon any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement.

9.5.2 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 representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement except to the extent such representation, warranty, promise, agreement or undertaking is repeated in this Agreement or the other documents or agreements referred to herein which are incorporated by reference in this Agreement.

9.5.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression "**variation**" shall include any variation, supplement, deletion or replacement however effected.

9.6 Time of essence

Any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Company, the other Warrantors, the Overall Coordinators (for themselves and for and on behalf of the Hong Kong Underwriters) and the Joint Sponsors, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

9.7 Announcements

9.7.1 Subject to Clause 9.7.2, no announcement or public communication concerning this Agreement or the subject matter hereof shall, for a period of one year from the date hereof, be made by any of the parties hereto (and each party shall procure

that their respective directors, supervisors, officers and agents shall comply with the restrictions of this Clause 9.7) without the prior written approval of the Joint Sponsors and the Overall Coordinators.

9.7.2 Any party hereto may make an announcement or public communication concerning this Agreement, the subject matter hereof or any ancillary matter hereto if and to the extent:

- (i) required by Laws; or
- (ii) required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC whether or not the requirement has the force of Laws,

provided that in such case, the relevant party shall first consult with the Company or the Joint Sponsors and the Sponsor-Overall Coordinators (as the case may be), and the Company or the Joint Sponsors and the Sponsors-Overall Coordinators (as the case may be) shall have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the relevant party.

9.7.3 Each of the Warrantors shall procure compliance by their respective Affiliates with the provisions of this Clause 9.7.

9.7.4 For the avoidance of doubt, the parties hereto acknowledge and agree that copies of this Agreement will be (a) registered with the Registrar of Companies in Hong Kong and filed with the Stock Exchange and (b) made available on display on the websites of the Stock Exchange and the Company pursuant to the Listing Rules.

9.8 Invalidity

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

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

9.8.2 the legality, validity or enforceability under the Laws of any other jurisdiction of that or any other provision of this Agreement.

9.9 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument.

9.10 Governing law and dispute resolution

9.10.1 This Agreement and an non-contractual obligations arising out of or in connection with it is governed by and shall be construed in accordance with the Laws of Hong Kong.

9.10.2 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 under the Hong Kong International Arbitration Centre Administered Arbitration rules (“**HKIAC Rules**”) in force when the Notice of Arbitration is submitted and as may be amended by the rest of this Clause. The law of this arbitration clause shall be the Laws of Hong Kong. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. The place of arbitration shall be Hong Kong. The rights and obligations of the parties to refer disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. A request for ancillary, interim or interlocutory relief by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.

9.10.3 Notwithstanding Clause 9.10.2, within 28 days of service of a Notice of Arbitration by any of the Warrantors, each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMLs may by notice in writing to the relevant Warrantor(s) require that the dispute which under the Notice of Arbitration is to be referred to arbitration (“**Dispute**”) be heard by a court of law. If any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMLs give(s) such notice, the parties hereto agree that:

- (i) the Dispute will be determined in accordance with Clause 9.11.1; and
- (ii) any arbitration commenced under Clause 9.10.2 in respect of the Dispute will be terminated. The parties hereto will bear their own costs of the terminated arbitration proceedings.

If proceedings in any court are commenced against the Company and/or any of the other Warrantors, or the Company and/or any of the other Warrantors are joined to proceedings in any court, in accordance with this Clause (“**Prior Proceedings**”), no arbitration shall be commenced or continued by any party under Clause 9.10.2 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 in 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 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.

9.10.4 Notwithstanding Clause 9.10.2, the parties hereto also agree that each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMLs 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 any of the other Warrantors as a party to those proceedings, or otherwise pursue claims against the Company and/or any of the other Warrantors in those proceedings.

9.11 Jurisdiction and service of process

9.11.1 The parties hereto unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement. Subject to Clauses 9.10.2, 9.10.3 and 9.10.4, no other provision in this Agreement limits the right of each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMI's to bring:

- (i) proceedings in any other court; and
- (ii) concurrent proceedings in any number of jurisdictions,

in connection with this Agreement, to the extent allowed by law.

This Clause 9.11.1 is for the benefit of each of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMI's only.

9.11.2 Each of the Warranting Shareholders irrevocably appoints the Company of 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong as its or their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon Warranting Shareholders at the abovementioned 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. This Clause 9.11.2 does not affect any other method of service allowed by law or under the HKIAC Rules. If for any reason such agent shall cease to be the agent of any of the Warrantors for the service of process, the Company or that Warranting Shareholder shall forthwith appoint a new agent for the service of process in Hong Kong and notify each of the other parties hereto of the new agent's name and address within 14 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws or under the HKIAC Rules.

9.12 Immunity

To the extent that any party hereto may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process or to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), such party hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by applicable Laws.

9.13 Notices

9.13.1 Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be in the English language or the Chinese language.

9.13.2 Any such notice or other communication shall be addressed as provided in Clause 9.13.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (i) if sent by personal delivery or by courier, upon delivery at the address of the relevant party;
- (ii) if sent by post, on the third Business Day after the date of posting;
- (iii) if sent by facsimile, on receipt of confirmation of transmission; or
- (iv) if sent by email, at the time of transmission.

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

9.13.3 The relevant addresses and facsimile numbers of each party hereto for the purposes of this Agreement, subject to Clause 9.13.4, are:

| <u>Name of Party</u> | <u>Residential address/Principal place of business/registered office</u> | <u>Facsimile No.</u> | <u>Email</u> |
|---|---|-----------------------------|------------------------|
| Company | 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong | N/A | shijian@guofuhe.com |
| Warranting Shareholders | | | |
| Zhangjiagang New Cloud Technology Industry Consulting Enterprise (Limited Partnership)* (張家港新雲科技產業諮詢企業(有限合夥)) | No. 236, Guotai North Road, Yangshezhen, Zhangjiagang City, Jiangsu Province, PRC | N/A | shijian@guofuhe.com |
| Wu Pinfang (鄔品芳) | No. 8 Huyuan Road, Dongshan Village, Jingang (Gangqu) Town, Zhangjiagang City, Suzhou City, Jiangsu Province, the PRC | N/A | shijian@guofuhe.com |
| Wang Kai (王凱) | Room 904, Building 14, Huijing Haoyuan, Yangshe Town, Zhangjiagang City, Jiangsu Province, the PRC | N/A | shijian@guofuhe.com |
| Joint Sponsors | | | |
| Haitong International Capital Limited | Suites 3001-3006 and 3015-3016, One International Finance Centre, No. 1 Harbour View Street, Central, Hong Kong

Attn: Steven Kwok / Ivan Tang / Hayley Xie / Jaden Lyu / Minnie Li | (852) 2848 4333 | project.158@htisec.com |

| <u>Name of Party</u> | <u>Residential address/Principal place of business/registered office</u> | <u>Facsimile No.</u> | <u>Email</u> |
|---|---|----------------------|-------------------------|
| CITIC Securities (Hong Kong) Limited | 18/F, One Pacific Place, 88 Queensway, Hong Kong

Attn: Allen Wang / Jeff Na / Chelsea Nie / Yingbo Zhang / Harry Yang | (852) 2169 0801 | project158@citic.com |
| Sponsor-Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters and CMLs | | | |
| Haitong International Securities Company Limited | 22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong

Attn: Kenneth Ho / Cayla Fan / Alex Chen / Maggie Zhang / Project 158 | (852) 2848 4333 | project.158@htisec.com |
| CLSA Limited | 18/F, One Pacific Place, 88 Queensway, Hong Kong

Attn: Deal Team/ Project 158 | (852) 2169 0801 | Project158@clsa.com |
| Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters and CMLs | | | |
| CCB International Capital Limited | 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong

Attn: : Leslie Yuen/ Rucy Zhang | (852) 2918 1885 | PROJECT_158@ccbintl.com |

| <u>Name of Party</u> | <u>Residential address/Principal place of business/registered office</u> | <u>Facsimile No.</u> | <u>Email</u> |
|--|---|----------------------|---------------------------------|
| China Securities (International) Corporate Finance Company Limited | 18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong

Attn: Project 158 team | (852) 2180 9495 | Project.158.ECM@csci.hk |
| Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters and CMLs | | | |
| Fortune Origin Securities Limited | Room 404-405, Nan Fung Tower
88 Connaught Road Central, Hong Kong

Attn: Ashton Chong | 2151 1778 | cs@fortune-originsec.com |
| ICBC International Securities Limited | 37/F ICBC Tower
3 Garden Road
Hong Kong

Attn: Ralph Zhang | 2683 3340 | project_158@icbcici.icbc.com.cn |
| Livermore Holdings Limited | Unit 1214A, 12/F
Tower II Cheung Sha Wan Plaza
833 Cheung Sha Wan Road
Kowloon, Hong Kong

Attn: LIN Jiusong (3704 9588) | 2321 9997 | project@livermore.com.hk |
| Quam Securities Limited | 5/F, Wing On Centre
111 Connaught Road Central
Hong Kong

Attn: Louis Chan/
Edward Chan/ Melinda Li | 2125 7705 | QSec-ECM@quamgroup.com |

| <u>Name of Party</u> | <u>Residential address/Principal place of business/registered office</u> | <u>Facsimile No.</u> | <u>Email</u> |
|--|--|----------------------|------------------------|
| Soochow Securities International Brokerage Limited | Level 17, Three Pacific Place,
1 Queen's Road East,
Hong Kong
Attn: Jenny Xu | 3983 0899 | project158@dwzq.com.hk |
| Zhongtai International Securities Limited | 19 Floor, Li Po Chun Chambers
189 Des Voeux Road
Central
Hong Kong

Attn: Andy She /
Bowen Chen / Mary
Ma / Cecilia Lai | 3979 2800 | ecm@ztsc.com.hk |

* For identification purposes only

If to any of the Hong Kong Underwriters, at their respective addresses and facsimile numbers, and for the attention of the person set opposite its name on **Schedule 2**.

9.13.4 A party may notify the other parties to this Agreement of a change to its relevant address or facsimile number for the purposes of Clause 9.13.3, provided that such notification shall only be effective on:

- (i) the date specified in the notification as the date on which the change is to take place; or
- (ii) 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.

9.14 Survival of representations, warranties and obligations of the Warrantors

The respective indemnities, covenants, undertakings, representations, warranties and other statements of the Warrantors or any of them as set forth in this Agreement or made by or on behalf of any of them pursuant to this Agreement, shall remain in full force and effect notwithstanding completion of the Global Offering and regardless of any knowledge or any investigation or enquiry (or any statement as to the results thereof) made by or on behalf of any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMLs, any of their respective Affiliates or any of their respective representatives, directors, officers, agents, employees, advisers. Clauses 4, 7 and 9 shall survive completion of the Global Offering.

9.15 Judgment currency indemnity

- 9.15.1** If, for the purposes of obtaining judgment in any court by any of the Joint Sponsors, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, or the CMI (the “**Claiming Party**”), it is necessary to convert a sum due hereunder into any currency other than Hong Kong dollars, the Warrantors hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used for the purpose of such conversion shall be the rate at which, in accordance with normal banking procedures, the 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.
- 9.15.2** The obligation of the Warrantors in respect of any sum due to a Claiming Party shall, notwithstanding any judgment in a currency other than Hong Kong dollars, not be discharged until the first Business Day following the day of receipt by the Claiming Party of any sum adjudged to be so due in such other currency, on which (and only to the extent that) the Claiming Party may, in accordance with normal banking procedures, purchase Hong Kong dollars with such other currency.
- 9.15.3** If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 is less than the sum originally due to the Claiming Party, the Warrantors agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Claiming Party against such loss.
- 9.15.4** If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 exceeds the sum originally due to the Claiming Party, the Claiming Party shall, as a separate obligation and notwithstanding any such judgment, repay to the Warrantors an amount equal to the excess of the Hong Kong dollars so purchased over the sum originally due hereunder to the Claiming Party.

9.16 Third party rights

No one, other than the parties to this Agreement, their respective heirs, successors and permitted assignees, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise, save that the Indemnified Persons who are not parties to this Agreement shall be entitled to rely upon and enforce Clause 7. However, this Agreement may be rescinded or varied at any time without the consent of such parties.

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

[The signature pages appear after the Schedules]

SCHEDULE 1

The Warranting Shareholders

| <u>Name</u> | <u>Residential address/registered office</u> |
|--|---|
| Zhangjiagang New Cloud Technology Industry Consulting Enterprise (Limited Partnership)*
(張家港新雲科技產業諮詢企業(有限合夥)) | No. 236, Guotai North Road, Yangshezhen, Zhangjiagang City, Jiangsu Province, PRC |
| Wu Pinfang (鄔品芳) | No. 8 Huyuan Road, Dongshan Village, Jingang (Gangqu) Town, Zhangjiagang City, Suzhou City, Jiangsu Province, the PRC |
| Wang Kai (王凱) | Room 904, Building 14, Huijing Haoyuan, Yangshe Town, Zhangjiagang City, Jiangsu Province, the PRC |

**for identification purpose only*

SCHEDULE 2
The Hong Kong Underwriters

| <u>Name and address</u> | <u>Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares)</u> | <u>Percentage</u> |
|---|---|-------------------|
| Haitong International Securities Company Limited

22/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong | See below | See below |
| CLSA Limited

18/F, One Pacific Place, 88 Queensway, Hong Kong | See below | See below |
| CCB International Capital Limited

12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong | See below | See below |
| China Securities (International) Corporate Finance Company Limited

18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong | See below | See below |
| Fortune Origin Securities Limited

Room 404-405, Nan Fung Tower
88 Connaught Road Central
Central, Hong Kong | See below | See below |
| ICBC International Securities Limited

37/F ICBC Tower
3 Garden Road
Hong Kong | See below | See below |
| Livermore Holdings Limited

Unit 1214A, 12/F
Tower II Cheung Sha Wan Plaza
833 Cheung Sha Wan Road
Kowloon, Hong Kong | See below | See below |

| <u>Name and address</u> | <u>Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares)</u> | <u>Percentage</u> |
|---|---|-------------------|
| Quam Securities Limited
5/F, Wing On Centre
No. 111 Connaught Road Central
Hong Kong | See below | See below |
| Soochow Securities International Brokerage Limited
Level 17, Three Pacific Place,
1 Queen's Road East, Hong Kong | See below | See below |
| Zhongtai International Securities Limited
19 Floor, Li Po Chun Chambers
189 Des Voeux Road Central
Hong Kong | See below | See below |

The respective Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares) of the Hong Kong Underwriters and the proportion by way of percentage will be agreed and set out in the International Underwriting Agreement.

SCHEDULE 3
The Conditions Precedent Documents

Unless otherwise stated, six sets of originals/certified/printed copies (as the case maybe) of the documents set out below shall be delivered.

Part A

I. RESOLUTIONS AND CONSTITUTIONAL DOCUMENTS

1. Certified copies of the resolution(s) of the Directors or a committee of the Board of Directors:
 - 1.1 approving and authorising or confirming the execution of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party together with all other agreements and documents necessary for the Global Offering;
 - 1.2 approving the Global Offering and the issue of Offer Shares pursuant thereto;
 - 1.3 approving and authorising the issue and the registration with the Registrar of Companies in Hong Kong of the Hong Kong Public Offering Documents; and
 - 1.4 approving and authorising the issue of the International Placing Documents on behalf of the Company or ratifying the same.
2. Certified copies of the resolutions of the shareholders of the Company referred to in “Statutory and General Information - A. Further Information about our Company - 4. Resolutions Passed by Our Shareholders’ General Meeting in Relation to the Global Offering” in Appendix VII to the Prospectus.
3. Certified copies of each of the business licence and certificate on registration as a non-Hong Kong company (pursuant to Part 16 of the Companies Ordinance) of the Company.
4. Certified copies of the business registration certificate of the Company.
5. Certified copies of the Articles of Association.

II. HONG KONG PUBLIC OFFERING DOCUMENTS

1. Printed copies of the Prospectus duly signed (including using digital signatures supported by a digital certificate recognised in Hong Kong) 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.
2. Certified copies or originals of each of the letters (except for such letters issued by the Joint Sponsors) dated the Prospectus Date referred to in “Statutory and General Information – E. Other Information - 8. Qualifications and Consents of Experts” in Appendix VII to the Prospectus containing consents from certain parties to the issue of the Prospectus with the inclusion of references to their respective names and where relevant, their reports and letters in the form and context in which they are included.

3. Certified copies or originals of the translation certificate issued by the translator(s) in respect of the Prospectus.
4. Copies of the certificate of authorisation from the Stock Exchange to the Companies Registry in Hong Kong authorising the registration of the Prospectus.
5. Copies of the letter issued by the Registrar of Companies confirming registration of the Prospectus as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.
6. One copy of the preliminary written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

III. DIRECTORS' RELATED DOCUMENTS, MATERIAL CONTRACTS AND OTHER AGREEMENTS

1. Certified copies of each of (i) the responsibility letters, powers of attorney (except as already provided in II.1 above) and statements of interests signed by each of the Directors confirming, inter alia, his or her responsibility for the contents of the Prospectus in the terms of the responsibility statement contained in the Prospectus and his or her interests relating to the Company disclosed in the Prospectus; and (ii) statements of interests signed by each of the Supervisors confirming his or her interests relating to the Company disclosed in the Prospectus.
2. Certified copies of each of (i) the service contracts entered into between the Company and the executive Directors and the Supervisors and (ii) the letters of appointment issued by the Company to the non-executive Directors and independent non-executive Directors.
3. Certified copies of each of the agreements referred to in "Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts" in Appendix VII to the Prospectus (except for this Agreement).
4. Certified copies of each of the Operative Documents (other than this Agreement and the Price Determination Agreement) duly signed by the parties thereto (except already provided in III.3 above).
5. Certified copies of the compliance adviser agreement duly signed by the Company and the compliance adviser.
6. Certified copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

IV. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

1. Signed originals of the accountants' report dated the Prospectus Date issued by the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
2. Signed originals of the comfort letter dated the Prospectus Date from the Reporting Accountants to the Directors with copies to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) confirming the indebtedness statement and working capital sufficiency statement contained in the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

3. Signed originals of the comfort letter dated the Prospectus Date prepared by the Reporting Accountants in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 400 “Comfort Letters and Due Diligence Meetings” issued by the Hong Kong Institute of Certified Public Accountants and addressed to the Directors, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), giving comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
4. Signed originals of the letter dated the Prospectus Date from the Reporting Accountants to the Directors in connection with unaudited pro forma information related to adjusted net tangible assets, the text of which is contained in Appendix II to the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Certified copies of the profit forecast memorandum for the year ending December 31, 2024 and the working capital forecast memorandum of the Company for 15 months ending December 31, 2025 signed by two Directors for and on behalf of the Company.
6. Certified copies by any Director of the unaudited consolidated management accounts of the Group for the nine months ended September 30, 2024.

V. INTERNAL CONTROL REPORT, ESG REPORT AND INDUSTRY REPORT

1. Originals of the internal control report from the Internal Control Consultant addressed to the Company and the Joint Sponsors, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Originals of the ESG report on the Company issued by the Internal Control Consultant, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
3. Originals of the independent market research report (the Frost and Sullivan Report as defined in the Prospectus) issued by from the Industry Consultant, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

VI. PROPERTY VALUATION REPORT

1. Signed originals or certified copies of the valuation report together with the valuation certificate(s) dated the Prospectus Date from the Property Valuer to the Directors in connection with the valuation of the property interests of the Group as at August 31, 2024, the text of which is contained in Appendix IV to the Prospectus.

VII. VERIFICATION, CONFIRMATION AND UNDERTAKINGS

1. Signed originals of the signing pages of the Verification Notes duly signed by or on behalf of each party (other than the Joint Sponsors, Overall Coordinators and their legal advisers) to whom responsibility is therein assigned.

VIII. LEGAL OPINIONS AND MEMORANDUM

PRC legal opinions

1. Signed originals of the PRC legal opinion(s) dated the Prospectus Date issued by Lifeng Partners (“**Lifeng**”), the PRC legal advisers to the Company addressed to the Company in

respect of, inter alia, (i) the due incorporation and subsistence of the PRC Subsidiaries; (ii) properties owned and leased by the Group in the PRC; (iii) various contracts and operational matters of the PRC Subsidiaries; (iv) the execution of documents in connection with the Global Offering to which it is a party; and (v) other affairs of the Group under PRC Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

2. Signed originals of the PRC legal opinion dated the Prospectus Date issued by Jincheng Tongda & Neal (“**JTN**”), the PRC legal advisers to the Joint Sponsors and the Underwriters addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), confirming the legal opinion(s) issued by Lifeng, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
3. Signed originals of the PRC legal opinion dated the Prospectus Date issued by Lifeng addressed to the Company in respect of, inter alia, data security and cyber security under PRC Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

International Sanctions memorandum of advice

4. Signed originals of the memorandum of advice dated the Prospectus Date issued by Hogan Lovells (“**HL**”), the legal advisers of the Company as to international sanctions Law addressed to the Company in respect of international sanctions analysis, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

IX. OTHERS

1. One copy of the notice of filing results issued by the CSRC approving the application for the listing of the H Shares on the Stock Exchange.

Part B

I. RESOLUTIONS

1. Certified copies of the resolution(s) of the Directors or a committee of the Board of Directors approving, inter alia, the basis of allotment and the allotment of the Offer Shares to allottees.

II. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS

1. Signed originals of the comfort letter (or bring down comfort letter) dated the Listing Date from the Reporting Accountants to the Directors, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) giving comfort or reaffirming comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Signed originals of the Regulation S comfort letter from the Reporting Accountants, dated the date of the Price Determination Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, inter alia, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
3. Signed original certificates (in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators) signed by Mr. Cai Xubin, the chief financial officer of the Company, and one executive Director dated the date of the Price Determination Agreement and furnished to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with respect to certain financial and operating data and other identified information contained in the Final Offering Circular.

III. CONFIRMATION

1. Signed original certificates dated the Listing Date signed by the Company and all Executive Directors addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) confirming that, save to the extent superseded by subsequent disclosures to the Stock Exchange, the SFC and the CSRC (as the case may be) in writing, all written replies to queries from the Stock Exchange, the SFC and the CSRC (as the case may be) in connection with the application for listing of the H Shares given by the Joint Sponsors and all the parties involved in the Global Offering remain true and accurate and not misleading, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Signed original certificates signed by all Executive Directors dated the Listing Date addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) confirming that (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) none of the events as set out in Clause 8.1 has occurred prior to 8:00 a.m. on the Listing Date; (c) as at the Listing Date, there has been no Material Adverse Effect since the date of this Agreement; and (d) the Company has complied with all of the obligations and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

3. Signed original certificates signed by a director of the corporate Warrantors (other than the Company) (if the Warrantor is an individual, to be signed by him in his personal capacity) dated the Listing Date and addressed to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to the effect that (a) the representations, warranties and undertakings of such Warrantor contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; and (b) such Warrantor has complied with all of the obligations and satisfied all of the conditions on its/his part to be performed or satisfied hereunder on or before the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

IV. LEGAL OPINIONS AND MEMORANDUM

PRC legal opinions

1. Signed originals of the PRC legal opinion(s) dated the Listing Date issued by Lifeng addressed to the Company, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
2. Signed originals of the PRC legal opinion(s) dated the Listing Date issued by JTN addressed to the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
3. Signed originals of the confirmation dated the Listing Date issued by Lifeng addressed to the Company, confirming the contents of the PRC legal opinion referred to in Part A – VIII 3 as of the Listing Date, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

Hong Kong legal opinions

4. Signed original confirmations dated the Listing Date issued by MLB addressed to the Company, the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Signed original confirmations dated the Listing Date issued by Deacons addressed to the Joint Sponsors, the Overall Coordinators and each of the Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

Other legal opinion(s)

6. Signed originals of the legal opinion dated the Listing Date and issued by MLB (legal advisers to the Company as to Hong Kong and U.S. Laws), in relation to no registration opinion, addressed to the Company, the Joint Sponsors, the Overall Coordinators and each of the Underwriters, and in the form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, if so required under the International Underwriting Agreement.

V. OTHERS

1. Certified copies of the Price Determination Agreement duly signed by the parties thereto.

2. Certified copies of the declaration substantially as in Form F submitted on FINI pursuant to Rule 9.11(37) of the Listing Rules.
3. One copy of the grant by the Listing Committee of the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange.

SCHEDULE 4
The Warranties

1. CAPACITY AND AUTHORITY

- 1.1 Each of the Warrantors has the requisite power and authority to enter into and perform its obligations under the International Underwriting Agreement and this Agreement and each of the Operative Documents to which it is or will be a party.
- 1.2 The International Underwriting Agreement and this Agreement and each of the Operative Documents to which the Warrantors or any of them is or should be a party and any other document required to be executed by the Warrantors or any of them pursuant to the provisions of the International Underwriting Agreement and/or this Agreement or any of the Operative Documents constitute or will, when executed and delivered, constitute valid and binding obligations of the Warrantors enforceable in accordance with their respective terms.
- 1.3 The execution and delivery of, and the performance by each of the Warrantors of its obligations under the International Underwriting Agreement and this Agreement or any of the Operative Documents to which it is or shall be a party do not and will not, and each such document does not and will not:
 - 1.3.1 result in a breach of any provision of the articles of association (or equivalent constitutive documents) of any of the Warrantors which are corporations;
 - 1.3.2 to the best knowledge of the Company, result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.3 to the best knowledge of the Company, result in a breach of any Laws to which any of the Warrantors is subject or by which any of the Warrantors or any of their respective assets is bound;
 - 1.3.4 require any Approvals from any Governmental Authority or regulatory body or the sanction or consent of its shareholders which has not been obtained as of the date hereof; or
 - 1.3.5 to the best knowledge of the Company, result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company or the Warrantors.
- 1.4 Each of the Group Company and the Warranting Shareholders that are corporations has been duly established and is validly existing under the Laws of the jurisdiction(s) in which it is established and is capable of suing and being sued. This Agreement, the International Underwriting Agreement and any other agreements contemplated in this Agreement or the International Underwriting Agreement to be entered into by any of the Warrantors have been or will be duly authorised, executed and delivered by the relevant Warrantor, and constitute, or will, when executed and delivered, constitute legal, valid and binding obligations of the relevant Warrantor enforceable against that relevant Warrantor in accordance with their respective terms.

- 1.5 Each Group Company has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted as described in the Prospectus and is duly qualified to transact business in each jurisdiction in which the conduct of its business or its ownership, use or leasing of property requires such qualification, and to enter into and perform its obligations under this Agreement, the International Underwriting Agreement and any other agreements contemplated under any of these agreements.
- 1.6 None of the Group Companies is in violation of any of its respective constitutive documents.
- 1.7 No action nor any step has been taken or legal, legislative or administrative proceedings have been started or, to the best knowledge of the Company, threatened (i) to wind up, liquidate, dissolve, make dormant, or eliminate or declare insolvent the Company or (as the case may be) the Warranting Shareholders that are corporations or any of the Subsidiaries; (ii) to withdraw, revoke or cancel any Approval to conduct business of any Group Company; or (iii) to forestall the completion of the Global Offering; and no winding up or liquidation proceedings have been commenced against any Group Company, and no proceedings have been commenced for the purpose of, and no judgment has been rendered, declaring any Group Company bankrupt or in an insolvency proceeding; no winding up or liquidation proceedings have been threatened against any Group Company.
- 1.8 None of the Directors has revoked or withdrawn the respective authority and confirmations given by him/her in his responsibility letter, statement of interests, the power of attorney, director's certificate, and confirmation letter addressed to the Company and the Joint Sponsors and such authority and confirmations remain in full force and effect.
- 1.9 The Articles of Association and other constitutional documents comply with the requirements of the Listing Rules and other applicable Laws, including the Companies Ordinance, and are in full force and effect.
- 1.10 The obligations of the Company under each of this Agreement, the Receiving Bank Agreement, the Registrar Agreement and each of the subsisting material contracts entered into within two years of the Prospectus Date (other than contracts entered into in the ordinary course of business) by any Group Company to which it is a party is not and will not be subject to any conditions precedent other than as specified in the relevant agreement.
- 1.11 Except as disclosed in each of the Hong Kong Public Offering Documents, each of the Group Companies has obtained all necessary Approvals of and from, and has made all declarations and filings with all national, provincial, municipal, local foreign and other bodies, agencies and Governmental Authorities, all self-regulatory organisations, and all courts and other tribunals for it to own, lease, license and use its properties and assets and to conduct its business in all material respects (including, without limitation, as to its entering into, delivering and performing the contracts referred to in paragraph 1.1 above) in the manner described in the Prospectus and the Disclosure Package and such Approvals contain no burdensome restrictions not described in the Prospectus and the Disclosure Package. The Warrantors have no reason to believe that any body, agency or Governmental Authority is considering, nor has the Group taken any action for the purpose of modifying, suspending or revoking any such Approval, and the Group is in compliance with the provisions of all such Approvals in all material respects. Each of the Group Companies is conducting its business in accordance with, and is not in violation of, any Laws to which the Group is subject or by which it or any of its property is bound, in all material respect.

2. [INTENTIONALLY DELETED]

3. THE GLOBAL OFFERING

- 3.1 The details of the registered and issued share capital of the Company and the Subsidiaries set out in the Disclosure Package and the Prospectus are and will be as of their respective dates true, accurate and complete in all respects.
- 3.2 Immediately prior to the Global Offering, all of the registered capital of the Company (i) has been duly authorised; (ii) is validly registered and fully paid; (iii) was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar rights; (iv) is beneficially owned by the Shareholders as described in the Prospectus; and (v) have been issued in compliance with all applicable Laws, and as will be described in the Disclosure Package, free and clear of any lien, charge, restriction upon voting or transfer or any other encumbrance or third party rights of any kind.
- 3.3 There are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or subscribe for, or obligations of the Company to issue or sell, or pre-emptive or other rights to subscribe or acquire, shares or securities in any Group Company.
- 3.4 The Offer Shares conform to the description thereof contained in the Prospectus and will conform to such description in the Disclosure Package, and such description in the Prospectus is as of their respective dates, and in the Disclosure Package will be as of date thereof, true, accurate and complete in all respects.
- 3.5 The Offer Shares will, when allotted and issued, be properly allotted and issued, in each case in accordance with the terms and conditions of the Global Offering as set out in the Hong Kong Public Offering Documents and the Articles of Association and will conform to all statements relating thereto in the Hong Kong Public Offering Documents.
- 3.6 All of the Offer Shares will, when allotted and issued:
 - 3.6.1 be duly and validly authorised and issued and will be fully paid up;
 - 3.6.2 have attached to them the rights and benefits specified in the Articles of Association and as described in the Prospectus and in particular, will rank *pari passu* in all respects with the issued and outstanding H Shares (save as otherwise described in the Articles of Association as at the date of this Agreement or pursuant to any applicable requirements under the applicable Laws);
 - 3.6.3 not be subject to any pre-emptive or other similar rights in relation to the transfer thereof;
 - 3.6.4 be free from any Encumbrances whatsoever; and
 - 3.6.5 be evidenced by share certificates which will be in a form which complies with all applicable Laws and requirements of the Stock Exchange and which certificates will constitute good evidence of title in respect of the Offer Shares.
- 3.7 The Company has obtained an approval in principle for the listing of, and permission to deal in, the H Shares in issue or to be issued, as described in the Prospectus and as will be described in the Disclosure Package, on the Stock Exchange.

- 3.8 The performance by each of the Warrantors of its respective obligations under the Global Offering including the issue of the Offer Shares, the issue, publication, distribution or making available of the Hong Kong Public Offering Documents, and the listing of the H Shares on the Stock Exchange have been duly authorised and do not and will not:
- 3.8.1 result in a violation or breach of any provision of the Articles of Association; or the constitutive documents of any of the Warrantors which are corporations or
 - 3.8.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement or other instrument to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound; or
 - 3.8.3 result in a breach of any Laws applicable to any of the Warrantors or any of their respective assets; or
 - 3.8.4 subject to the obtaining of the listing approval of the Listing Committee of the Stock Exchange in accordance with Clause 2.1.1(ii), require any Approval from any Governmental Authority or, in the case of the Company or each of the other Warrantors that is a corporation, the sanction or consent of its shareholders; or
 - 3.8.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any of the Warrantors.
- 3.9 All Approvals required for the performance by the Company of its obligations under the Global Offering including the issue of the Offer Shares for subscription, and the publication, distribution or making available of each of the Hong Kong Public Offering Documents have been or will (prior to the Prospectus Date or, in the case of the approval from the Stock Exchange for the listing of and permission to deal in the H Shares to be issued as described in the Prospectus, prior to the Listing Date) be irrevocably and unconditionally obtained and are or will, when obtained, be in full force and effect.
- 3.10 No holder of any of the Offer Shares is or will be subject to any liability in respect of any liability of the Company by virtue only of his holding of any such Hong Kong Offer Shares, except to the extent disclosed in the Prospectus (if any), there are no limitations under the Laws of Hong Kong or the PRC on the rights of holders of the Hong Kong Offer Shares to hold, vote or transfer their H Shares.
- 3.11 Save as disclosed in Appendix III of the Prospectus, all dividends and other distributions declared and payable on the H Shares may under the current Laws of the PRC be paid to the holders of H Shares in Hong Kong dollars, and may be converted into foreign currency that may be freely transferred out of the PRC and all such dividends and other distributions will not be subject to withholding or other taxes under the Laws and regulations of the PRC and are otherwise free and clear of any other tax, withholding or deduction in the PRC and may be so paid without the necessity of obtaining any Approval from any Governmental Authority.
- 3.12 None of the Company and other members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates or controlling person, or any person acting on behalf of any of them has taken or will take or caused or authorised or will cause or authorise any other person to take, directly or indirectly, any stabilising action or any action designed to or which constitutes or which cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation or manipulation, in violation of applicable Laws, of the price of any security of the Company.

- 3.13 None of the Company and other members of the Group and their respective directors, supervisors, officers, employees, agents, affiliates or controlling person, or 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 Overall Coordinators have notified the Company of the completion of the distribution of the International Placing 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 H Shares and any associate securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange, the SFC or any other Governmental Authority including those in relation to bookbuilding and placing activities.
- 3.14 The application of the net proceeds from the Global Offering, as set forth in and contemplated by the Prospectus, will not (i) contravene any provision of applicable Laws or the constitutive documents of the Company or any Group Company; or (ii) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or any Group Company that, individually or in the aggregate, is material to the Group; or (iii) contravene any judgment, order or decree of any Governmental Authority having jurisdiction over the Company or any Group Company.
- 3.15 All taxes, duties, levies, fees or other charges or expenses which may be payable in Hong Kong in connection with the creation, allotment and issue of the Offer Shares, the sale, transfer or other disposal of any of the Offer Shares, the Global Offering or the execution and delivery of, or the performance of the provisions under, this Agreement and the International Underwriting Agreement, have been paid or will be paid within the time limits as required by applicable Laws.
- 3.16 There are no contracts, agreements or understandings between the Company or any person that would give rise to a valid claim against any Underwriters for a brokerage commission, finder's fee or other like payment in connection with the Global Offering.
- 3.17 Neither the Company, any of the members of the Group, the Warrantor Shareholders, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to any investor in connection with the Global Offering or the consummation of the transactions contemplated hereunder or under the Offer Documents. No member of the Group nor any director, supervisor, officer, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Offer Documents.
- 3.18 Each of the Application Proof and the PHIP, as of its respective publication date, is in compliance with and has included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time).
- 3.19 Each of the experts named in the section of the Offering Documents headed "Appendix VI – Statutory and General Information – Other Information – 8. Qualification and Consents of Experts" is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest, and has not withdrawn its consent to include its report, opinions, letter or certificates (where applicable and as the case may be) in the Offering Documents.

4. FINANCIAL INFORMATION

4.1 The audited consolidated financial statements, together with the related schedules and notes, included in the Prospectus and the Preliminary Offering Circular:

- 4.1.1 give a true and fair view of the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statements of profit or loss and other comprehensive income, financial position, changes in equity and cash flows of the Company and its Subsidiaries for the periods specified;
- 4.1.2 have been prepared in conformity with International Financial Reporting Standards (“IFRS”) promulgated by the International Accounting Standards Board applied on a consistent basis throughout the relevant periods;
- 4.1.3 present fairly in accordance with IFRS the information required to be stated therein.
- 4.1.4 are accurate in all material respects, make full provision for all bad and doubtful debts and make appropriate provision for all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof;
- 4.1.5 make full provision for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute; and
- 4.1.6 make depreciation of fixed assets at rates sufficient to spread the cost over their respective estimated useful lives to the Group.
- 4.1.7 show that the profits and losses referred to therein and the trend of profits thereby shown have not been affected by any unusual or extraordinary item or by any other matter which has rendered such profits or losses unusually high or low; and
- 4.1.8 show that slow moving stock has been written down appropriately and irrecoverable work in progress and redundant and obsolete stock have been wholly written off and the value attributed to the remaining stock did not exceed the lower of cost or net realisable value as at the accounting reference date to which such accounts relate on a going concern basis.

4.2 The unaudited consolidated management accounts as of and for the nine months ended September 30, 2024 (and the notes thereto) of the Company and the Subsidiaries:

- 4.2.1 have been properly written up, fairly present, and reflect in conformity with the accounting policies of the Company and IFRS, all the material 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 nine months ended September 30 2024;
- 4.2.2 contain no material inaccuracies or discrepancies of any kind;
- 4.2.3 present fairly the consolidated financial position of the Company and the Subsidiaries as of September 30, 2024 and the consolidated results of operations of the Company and the Subsidiaries for the nine months ended September 30, 2024; and

- 4.2.4 sufficient provisions, impairments, depreciation have been made from all material respects in conformity with the accounting policies of the Company and IFRS.
- 4.3 The financial information and the summary financial information included in the Prospectus are derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Prospectus.
- 4.4 The financial information included in the Prospectus is derived from, amongst others, records of the Group. No material information was withheld from the Reporting Accountants for the purposes of their preparation of their agreed-upon procedure review report (if any) in relation to the Group and their review of the Group's information, and all information given to Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true, accurate and complete in all material respects and no material fact or matter has been omitted.
- 4.5 Except as disclosed in the Prospectus, there has been no material adverse change in the Group's financial or trading position, results of operation or prospects of the Group, and to the best knowledge of the Company after due and careful inquiry, the Company is not aware of any material change in the general conditions in the PRC or other markets that had affected or would affect the Group's business operations or financial conditions materially and adversely since the Account Date up to the date of this Agreement.
- 4.6 No information was withheld from the Joint Sponsors for the purposes of their due diligence exercise on the Company's financial information which would or might render any statement made being untrue, inaccurate in any material respect or misleading, and all information, representation and confirmation given to the Joint Sponsors by the Company for such purposes was given in good faith, and are true and accurate in all material respects and no material fact or matter has been omitted.
- 4.7 The pro forma financial information of the Group and the related notes thereto and the other pro forma and as adjusted information included in the Prospectus present fairly the information shown therein, have been prepared in accordance with Hong Kong disclosure rules and guidelines with respect to unaudited pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein. The figures in relation to the operations of the Group as included in the Prospectus give a true and fair view of the operating results of the Group for the periods presented.
- 4.8 Except as disclosed in the Prospectus, no other financial statements, schedules or pro forma financial information of the Group are required by any rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong to be included in the Prospectus if such rules and regulations were applicable to the Prospectus.
- 4.9 The section headed "Financial Information" in the Prospectus adequately and fairly describes:
- 4.9.1 accounting policies which the Company believes are the most important in the portrayal of the Group's financial condition and results of operations and which

require management's most difficult, subjective or complex judgments (the "**critical accounting policies**");

- 4.9.2 judgements and uncertainties affecting the application of critical accounting policies;
- 4.9.3 the likelihood that different amounts would be reported under different conditions or using different assumptions; and
- 4.9.4 all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect liquidity and are reasonably likely to occur; and all off-balance sheet transactions, arrangements, and obligations that are reasonably likely to have a material effect on the liquidity of the Group considered as one enterprise, or the availability thereof or the requirements of the Group for capital resources.

No material information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendix I to the Prospectus, their review report contained, or to be attached, to their Regulation S and Hong Kong "comfort letters" and their review of the Group's pro forma financial information in Appendix II to the Prospectus, and all information given to the Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true, accurate and complete in all material respects and no material fact or matter has been omitted.

- 4.10 No material information was withheld from the Reporting Accountants for the purposes of their review of the Group's working capital projections or their review of the Group's financial reporting procedures which would or might render any statement made being untrue, inaccurate in any material respect or misleading. The cash flow and working capital projections which form the basis of the working capital letter dated on or before the date of this Agreement prepared by the Reporting Accountants have been properly and carefully compiled by the Group; the assumptions upon which the projections are based have been made after due enquiry and are fair and reasonable in the context of the Group and there are no facts known or which on reasonable enquiry should have been known to the Directors which have not been taken into account in the preparation of such projections and which would have a Material Adverse Effect thereon.
- 4.11 The Reporting Accountants who audited the financial statements, supporting schedules and notes included in the Prospectus are independent auditors with respect to the Group as required by the Listing Rules, the Laws of Hong Kong and the applicable rules and regulations under such Laws in compliance with the guidelines regarding independence issued by the Hong Kong Institute of Certified Public Accountants.
- 4.12 All estimates by the Company contained in the Offer Documents are made after due and careful consideration, are based on reasonable assumptions referred to therein and reasonable and fair expectations honestly held based on facts known to the Group or Group Company.
- 4.13 Consistent accounting principles and policies have been adopted by each of the Group Companies over the period covered in the Accounts and there has been no material change thereof since the Accounts Date.

- 4.14 No transaction of any material importance to which any Group Company is a party has taken place which if it had taken place would have been required to be disclosed or reflected in the Accounts.
- 4.15 No Group Company had any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with IFRS, should have been disclosed or provided for in the Accounts and which has not been so disclosed or provided for.
- 4.16 The profits of the Group for the years ended December 31, 2021, 2022 and 2023 and the five months ended May 31, 2024 on the Accounts Date have not resulted to a material extent from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits for all or any of such periods abnormally high or low, and no such matter or item is to the knowledge of the Directors likely to occur after the date hereof and at any time up to the Listing Date.
- 4.17 All dividends or distributions declared, made or paid by each Group Company have been declared, made or paid in accordance with its articles of association/bye-laws (or equivalent documents) and applicable Laws.
- 4.18 The Group has no present intention to discontinue or write down investments in any other businesses, nor is any such write down, in the reasonable opinion of the Directors, required.
- 4.19 Each Group Company has sufficient working capital with which to carry on its business, in its present form and at its present level of turnover, for the period of twelve months following the date of the Prospectus and for the purposes of performing all orders and obligations placed with or undertaken by it before the date of this Agreement having regard, if necessary, to existing bank balances and committed facilities.
- 4.20 The board memorandum dated the Prospectus Date in respect of the profit forecast of the Group for the year ending December 31, 2024 and adequacy of the Group's working capital and cash flow for the 15 months ending December 31, 2025 has been properly compiled by the Company on the basis of the assumptions stated therein (which have been made after due and careful enquiry and are fair, reasonable and realistic in the context of the Group), prepared after due and careful enquiry and presented on a basis consistent, in all material respects, with the basis of presentation and accounting principles and policies adopted by the Group in relation to the preparation of the accountants' report contained in Appendix I to the Prospectus after making proper provision for all known liabilities (whether actual or contingent or otherwise); and that there are no material facts known or which could on due and careful enquiry have been known to the Company or the Directors which have not been taken into account in the preparation of the report or the omission of which would make any statement made in such report or any expression of opinion or intention contained or assumption made in such report misleading or deceptive in any aspect.
- 4.21 No material information was withheld from the Internal Control Consultant for the purposes of their review of the Group's financial reporting procedures.
- 4.22 Each of the Company and Group Company has established or will establish and maintain and evaluate a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization; (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Authorities as and when required by them and financial statements in compliance with IFRS and maintain

accountability for assets; (C) access to material assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) each of the Company and Group Company 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 Company and Group Companies, 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; there are no significant weaknesses or significant deficiencies in the internal controls of the Company and Group Companies over accounting and financial reporting and no changes in the internal controls of the Company and Group Companies 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 internal controls of the Company and Group Companies over accounting and financial reporting.

5. CHANGES SINCE THE ACCOUNTS DATE

5.1 Since the Accounts Date:

- 5.1.1 each Group Company has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature;
- 5.1.2 there has been no Material Adverse Effect to the position or prospects disclosed by the audited consolidated net assets of the Group referred to in paragraph 4.1 above and there has been no material damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets;
- 5.1.3 there has been no change in the customer relations, supplier relations or distribution partner relations of any Group company which is material in the context of the financial or other condition, operations or prospects of the Group;
- 5.1.4 each Group Company has continued to pay its creditors in the ordinary course of business and no trade discounts or other special terms (not being in the ordinary course of business, and accordingly excluding other seasonal or campaigns and initiatives) have been incorporated into any contract entered into by the Group that may have a Material Adverse Effect;
- 5.1.5 no Group Company has acquired, sold, transferred or otherwise disposed of any assets of whatsoever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business or otherwise has or will or may have or is likely to have a Material Adverse Effect;
- 5.1.6 there has been no material adverse change to the balance sheet of the Company since the Accounts Date that would require disclosure to ensure that the Prospectus is accurate and complete in all material respects and not misleading or deceptive;

- 5.1.7 no Group Company has purchased or reduced any of its share capital, nor declared, paid or made any dividend or distribution of any kind on any class of shares;
- 5.1.8 there has not been any material change in short-term or long-term debts and no Group Company has taken on or become subject to any material contingent liability;
- 5.1.9 no Group Company has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or court or governmental or administrative action, order or decree;
- 5.1.10 no dividend or other distribution has been, or is treated as having been, declared, made or paid by any Group Company;
- 5.1.11 there has not been:
 - (a) any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Group and tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;
 - (b) any lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any Group Company which is material in the context of the business of the Group;
 - (c) the making of any loan, advance, indemnity or guarantee by any Group Company to or for the benefit of any person which is material in the context of the business of the Group except the creation of accounts receivable in the ordinary course of business or otherwise has or will or may have or is likely to have a Material Adverse Effect;
 - (d) any repayment of loan capital by any member of the Group in whole or in part save for those repaid pursuant to contractual arrangements then in place or in the ordinary course of business of the relevant member of the Group; or
 - (e) an agreement to do any of the foregoing.

6. FINANCIAL REPORTING PROCEDURES

- 6.1 The Company has established procedures which provide a reasonable basis for its Directors to make proper judgements as to the financial position and prospects of the Group, taken as a whole, and the Group maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorisations; (ii) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to regulatory bodies as and when required by them and financial statements in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; (iii) access to assets is permitted only in accordance with management's general or specific authorisation; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (v) each Group Company has made and kept books, records and accounts which, in reasonable detail accurately and fairly reflect the transactions and

dispositions of assets of such entity and provide a sufficient basis for the preparation of consolidated financial statements and notes thereto in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; and (vi) all charges against the Group have been registered in accordance with all applicable Laws. The Group's current management information and accounting control system has been in operation for at least three years (or since incorporation, whichever is shorter) during which none of them has experienced any difficulties with regard to (i) through (vi) above.

- 6.2 The Company and each other member of the Group has devised and maintained, and currently maintains, established systems, procedures and controls (including accounting and management systems) that would ensure that: (i) the Company and its Directors will be able to and will comply with the Listing Rules and other relevant and regulatory requirements; and (ii) the Directors have been and will be able to and will make a proper assessment of the financial position and prospects of the Company and other members of the Group, both before and after completion of the Global Offering.

7. ACCOUNTING AND OTHER RECORDS

The statutory books, books of account and other records of whatsoever kind of each Group Company are in its possession, up-to-date and contain complete and accurate records required by the respective Laws to which it is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received. All accounts, documents and returns required by Laws to be delivered or made to any Governmental Authority in the PRC, Hong Kong, Germany, Singapore, Dubai or any other jurisdiction have been duly and correctly delivered or made.

8. CAPITAL AND CONTRACTUAL COMMITMENTS

- 8.1 Since the Accounts Date, no Group Company has any material capital commitment (other than such capital commitment made in the ordinary course of business of the Group) or any material guarantee or other material contingent liabilities.
- 8.2 No Group Company is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements other than wholly on an arm's length basis in the ordinary and usual course of business. For these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by the relevant Group Company on six months' notice or less.
- 8.3 No Group Company is party to any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement or any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit.
- 8.4 All the contracts and all leases, tenancies, licences, concessions and agreements of material nature to which any Group Company is a party are valid, binding and enforceable obligations of such Group Company subject to limitations under applicable laws of bankruptcy or insolvency and other similar laws relating to or affecting creditors' rights and to general principles of equity and the terms thereof have been complied with by the relevant Group Company thereto in all material respects and there are no grounds for rescission, avoidance or repudiation of any of the contracts or such leases, tenancies,

licences, concessions or agreements and no notice of termination or of intention to terminate has been received in respect of any thereof.

- 8.5 All subsisting material contracts entered into within two years of the date of the Prospectus (other than contracts entered into in the ordinary course of business) by any Group Company have been disclosed in the Prospectus and no material contracts (other than those so disclosed and those entered into in the ordinary course of business) will, without the written consent of the Hong Kong Underwriters, be entered into nor will the terms of any subsisting material contracts be varied (other than as aforesaid) prior to or on the Listing Date.
- 8.6 None of the Warrantors, to their best knowledge, has become aware of any invalidity of or grounds for rescission, avoidance or repudiation of any contract, agreement or other transaction to which any Group Company is a party and no Group Company has received notice of any intention to terminate any such contract or agreement or repudiate or disclaim any such transaction. All material contracts entered into by the Company and its Subsidiaries have been duly authorised, executed and delivered by parties with requisite power and capacity to enter into, to deliver and to perform their respective obligations under the contracts and such contracts are legal valid, binding and enforceable under the applicable Laws subject to limitations under applicable laws of bankruptcy or insolvency and other similar laws relating to or affecting creditors' rights and to general principles of equity.
- 8.7 All descriptions of contracts or other material documents in the Prospectus, to the extent such descriptions purport to describe or summarise such contracts or documents, are true and accurate in all material respects, fairly summarise the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Prospectus under any applicable Laws and the rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong if such Laws were applicable with respect to the Prospectus, or that would be required to be described under any applicable Laws that have not been so described.

9. LITIGATION AND OTHER PROCEEDINGS

- 9.1 No litigation, arbitration or governmental proceedings or investigations directly or indirectly involving any Group Company or involving or affecting any of the directors of any Group Company or any Group Company which has or likely to cause a Material Adverse Effect is in progress or, to the best knowledge of the Company after due and careful inquiry, is threatened or pending and to the best knowledge, information, belief and/or awareness of the Warrantors after due and careful enquiry, there are no circumstances likely to give rise to any such litigation, arbitration or governmental proceedings or investigations.
- 9.2 No Group Company 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 to the best knowledge of the Company after due and careful inquiry, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

10. INDEBTEDNESS/DEFAULT

- 10.1 Except as disclosed in the Prospectus, no Group Company has any outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, subordinated and hire purchase commitments or any guarantees, mortgages and charges or other contingent liabilities except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.2 No outstanding indebtedness of any Group Company has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default by any Group Company except such indebtedness which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.3 No person to whom any indebtedness of any Group Company is owed which is repayable on demand, has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same except such indebtedness which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.4 No circumstance has arisen such that any person is now entitled to require payment of any indebtedness or under any guarantee of any liability of any Group Company by reason of default by any such member or any other person or any guarantee given by any Group Company except such indebtedness or guarantee which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.5 No event has occurred and is subsisting or is about to occur which constitutes or would (whether with the expiry of any applicable grace period or the fulfilment of any condition or the giving of any notice or the compliance with any other formality or otherwise) constitute a breach or default under, or result in the acceleration by reason of breach or default of, any obligations under any Laws, agreement, undertaking, instrument or arrangement to which any Group Company is a party or by which any of them or their respective revenues or assets are bound or constitute a breach or violation of the business licence, articles of association/bye-laws (or equivalent constituent documents) of any Group Company which would have a Material Adverse Effect.
- 10.6 The amounts borrowed by each Group Company do not exceed any limitation on its borrowing contained in its articles of association/bye-laws (or equivalent constituent documents), any debenture or other deed or document binding upon it and except in the ordinary course of business, no Group Company has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts.
- 10.7 All the Group's borrowing facilities have been duly executed and are in full force and effect. To the extent within the relevant Group Company's control, all undrawn amounts under such borrowing facilities are or will be capable of drawdown; no event has occurred and no circumstances exist which could cause any undrawn amounts under any such borrowing facilities to be unavailable for drawing as required.
- 10.8 Sufficient and accurate details of all material financing arrangements have been disclosed in writing in the Prospectus.

- 10.9 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any Group Company is a party:
- 10.9.1 there has been no contravention of or non-compliance with any provision of any document reflecting the financial arrangements;
 - 10.9.2 no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;
 - 10.9.3 there has not been any alteration in the terms and conditions of any of the said arrangements or facilities, all of which are in full force and effect;
 - 10.9.4 nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be affected or prejudiced;
 - 10.9.5 none of the arrangements is dependent on the guarantee of or on any security provided by a third party; and
 - 10.9.6 none of the facilities may be terminated, or mature prior to its stated maturity as a result of the allotment and issue of the Offer Shares,
- except, in each of the Clauses 10.9.1 to 10.9.6, which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.10 To the best knowledge of the Company after due and careful inquiry, no event has occurred and no circumstances exist in relation to any Governmental Authority's investment grants, loan subsidies or financial assistance received by or pledged to any Group Company in consequence of which any of the Group Company is or may be held liable to forfeit or repay in whole or in part any such grant or loan, the forfeiture or repayment.
- 10.11 No Group Company is currently prohibited, directly or indirectly, under any contract to which it is a party or by which it is bound, from paying any dividends to the Company or a Subsidiary (as the case may be), from making any other distribution on such Group Company's capital stock (as the case may be), from repaying to the Company or a Subsidiary any loans or advances to such Group Company from the Company or a Subsidiary or from transferring any of such Group Company's properties or assets to the Company or a Subsidiary.

11. ARRANGEMENTS WITH RELATED PARTIES

- 11.1 Save as disclosed in the Prospectus, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and any director of any Group Company or any of his associates.
- 11.2 Save as disclosed in the Prospectus or for such transactions as may be entered into by the Company pursuant to any of the Operative Documents, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and the Warrantors (excluding the Company) or any of them or any company (excluding the members of the Group) or undertaking which is owned or controlled by the Warrantors (excluding the Company) or any of them (whether by way of shareholding or otherwise).

- 11.3 None of the Warrantors (excluding the Company) and any of their respective associates, either alone or in conjunction with or on behalf of any other person, is engaged in any business of any Group Company or any business similar to or in competition with the business of any Group Company to the extent that there could be a conflict of interests between the Warrantors (excluding the Company) or any of their respective associates and the general body of shareholders of the Company, nor are any of the Warrantors (excluding the Company) or their respective associates interested, directly or indirectly, in any assets which have been acquired or disposed of by or leased to any Group Company during the Track Record Period and up to the Prospectus Date.
- 11.4 Save as disclosed in the Prospectus, there are no relationships or transactions not in the ordinary course of business between any Group Company and their respective customers or suppliers.
- 11.5 The Group has not been involved in any transaction or arrangement that would constitute a connected transaction or continuing connected transaction (as defined under the Listing Rules) for the Company after the Listing. In respect of the related party transactions of the Group (the “**Related Party Transactions**”): (i) the statements contained in the Prospectus relating to the Related Party Transactions are true, accurate, complete in all material respects and not misleading or deceptive and there are no other facts the omission of which would make any such statements misleading or deceptive, and there are no other Related Party Transactions which have not been disclosed in the Prospectus; (ii) all information (including but not limited to historical figures) and documentation provided by any Group Company to the Joint Sponsors, the Overall Coordinators and the Underwriters are true and accurate in all material respects and there is no other information or document which have not been provided the result of which would make the information and documents so received misleading; (iii) the Related Party Transactions were conducted on arm’s length basis and the effect of the Related Party Transactions would not distort the track record nor make the historical results of the Group not reflective of its performance; (iv) each of the Related Party Transactions and related agreements and undertakings as disclosed in the Prospectus constitutes a legal, valid and binding agreement or undertaking of the relevant parties thereto; and (v) each of the Related Party Transactions has been consummated and was and will be effected in compliance with all applicable Laws in all material respects.
- 11.6 Save as disclosed in the Prospectus, none of the Directors (or any of their respective associates) is or will be interested in any agreement or arrangement with any Group Company which is subsisting at the dates of the Prospectus and which is significant in relation to the business of the Company or any Group Company.

12. GROUP STRUCTURE

- 12.1 The information of the Subsidiaries listed in Appendix I to the Prospectus are true and accurate and complete. There is no other company or undertaking in which any Group Company, directly or indirectly, owns or controls or proposes to own or control a majority interest (whether by way of shareholding or otherwise). No Group Company has entered into any agreement for the establishment of any company or undertaking in which any Group Company will, or agrees to own or control, a majority interest.
- 12.2 All statements in the Prospectus regarding the share capital of each Group Company are true, accurate and complete and there are no rights (whether conditional or unconditional and whether in the nature of options or otherwise) in existence to require the issue of any shares or other securities of any Group Company now or at any time hereafter and no

alteration will be made in the rights attached to any of the shares in the capital of any Group Company.

- 12.3 Each of the registered capital of the PRC Subsidiaries has either been paid or will be paid in full within the time limits as required by applicable Laws. The deferred payment of the registered capital by the relevant PRC Subsidiaries does not have a Material Adverse Effect on such PRC Subsidiaries individually or the PRC Subsidiaries as a whole. Each of the paid-up registered capital has been duly verified in the relevant capital verification reports. The increase of registered capital by the relevant PRC Subsidiaries from time to time has been duly approved and registered with the relevant PRC government authorities. Each of the PRC Subsidiaries is a legal person with limited liability and the liability of the relevant Group Company in respect of its equity interest held in each PRC Subsidiary is limited to its investments therein.
- 12.4 All of the issued and outstanding shares or registered capital of each of the Subsidiaries (i) have been duly authorised and validly issued; (ii) are fully paid; and (iii) with respect of the shares or registered capital held by the Company, are owned by the Company, directly or through Subsidiaries, free and clear of any Encumbrance; and none of the outstanding ordinary shares or registered capital of any Subsidiary was issued in violation of the preemptive or similar rights of any shareholder of such Subsidiary.
- 12.5 Save as disclosed in the Prospectus, no Group Company has any branch, agency, place of business or permanent establishment outside the PRC and Hong Kong.
- 12.6 No Group Company acts or carries on business in partnership with any other person or is a member of any corporate or unincorporated body, undertaking or association or holds or is liable on any share or security which is not fully paid up or which carries any liability.
- 12.7 Each joint venture contract and shareholders' agreement in respect of which a Group Company is a party is legal, valid, binding and enforceable in all respects in accordance with its terms under its governing law and all relevant Approvals in respect thereof have been obtained.
- 12.8 None of the Group Company is engaged in any business activity or has any asset or liability (whether actual, contingent or otherwise) which is not directly or indirectly related to the business of the Group as described in the Prospectus.

13. ACCURACY AND ADEQUACY OF INFORMATION SUPPLIED

- 13.1 The recitals and schedules to this Agreement are true and accurate in all respects.
- 13.2 All statistical or operational information disclosed in the Hong Kong Public Offering Documents, the Disclosure Package, the PHIP, the Formal Notice and the CSRC Filings as having come from the Group, including without limitation the Group's sales volumes, sales channel analyses, processing volume and processing capacities, has been derived primarily from the records of the Group using systems and procedures which incorporate adequate standard of safeguards to ensure that the information is accurate and complete in all material respects and presents fairly the information shown therein. Statistical and market-related data included in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings as having come from a source other than the Group are based on or derived from sources which the Warrantors believe reasonably and in good faith to be reliable and accurate, and such data accurately reflects the information or the sources from which they are derived.

- 13.3 All information, including translations, supplied or disclosed in writing or orally by or on behalf of the Company, any other member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents to the Joint Sponsors, the Overall Coordinators, the Underwriters, the Reporting Accountants, the Property Valuer, the Internal Control Consultant, the legal advisers to the Company, the legal advisers to the Underwriters and the Joint Sponsors for the purposes of and in connection with the Global Offering (including but not limited to for the discharge of the obligations of the Joint Sponsors as sponsors and the respective obligations of the Overall Coordinators and the Underwriters as overall coordinator and/or capital market intermediaries under all applicable Laws, including, but not limited to, the CSRC Rules, the Code of Conduct and the Listing Rules) and all such information in all written replies to queries from the CSRC, the Stock Exchange, the SFC and any other submission to the Stock Exchange, the SFC and the CSRC in connection with the application for listing of the H Shares given by the Joint Sponsors and parties involved in the Global Offering (save as subsequently amended or corrected prior to the date hereof) was at the time when it was given, and remains as of the date hereof, true, accurate and complete in all material respects with no material omission in all aspects and not misleading or deceptive and was given in good faith and all forward-looking statements so supplied or disclosed have been made after due and proper consideration and represent fair and reasonable expectations honestly held, based on facts known to such Group Company and/or such Warrantor and, where appropriate, are based on the assumptions referred to in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings.
- 13.4 All information requested from the Company by the Joint Sponsors, the Overall Coordinators, the Underwriters, the Reporting Accountants, the Property Valuer, the Internal Control Consultant, the legal advisers to the Company, the legal advisers to the Underwriters and the Joint Sponsors for the purposes of their advice, reports, letters, and certificates to the Company and/or the Joint Sponsors, the Overall Coordinators or the Underwriters has been fully supplied in good faith and has not been supplied in any manner that was misleading to such recipients. No material information was withheld from the aforesaid parties and the Company does not disagree (and none of the Directors disagrees) with any aspect of the advice, reports, letters or certificates prepared by the aforesaid parties and the opinions attributed to the Directors in such advice, reports or letters are honestly held by the Directors and are fairly based upon facts within their knowledge after due and careful consideration.
- 13.5 To the best knowledge of the Company after due and careful inquiry, information given, and opinions expressed relating to the Company and the Directors in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings, and the replies to the Verification Notes given by or on behalf of the Company and the Directors have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and have been given in good faith after due and careful enquiry. To the best knowledge of the Company after due and careful inquiry, the replies to the questions set out in the Verification Notes given by or on behalf of the Company or the Directors were so given by persons having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, true and accurate in all material respects and not misleading or deceptive and contain all material information and particulars with regard to the subject matter thereof with no material omissions. As at the date of this Agreement, the Listing Date and the other times when the Warranties are repeated pursuant to this Agreement but in each case without taking into account any amendments or supplements subsequent to such date or other times, all statements of fact contained in the Hong Kong Public Offering

Documents, the Disclosure Package and the CSRC Filings are and will be accurate and complete in all material respects and not misleading or deceptive.

- 13.6 All statements of fact or other disclosures contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings are and will (at the date of this Agreement, the Prospectus Date and the other times when the Warranties are repeated pursuant to this Agreement) be accurate and complete in all material respects and not misleading or deceptive. As of the date of this Agreement, the Prospectus Date and the other times when the Warranties are repeated pursuant to this Agreement, none of the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings contains or will contain any untrue statement or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or deceptive. All expressions of opinion or intention therein (including but not limited to the statements regarding the sufficiency of working capital, use of proceeds, indebtedness, prospects, dividends, material contracts and litigation) are made on reasonable grounds or, where appropriate, reasonable assumptions and are truly and honestly held and there are no other material facts the omission of disclosure therein of which would make any such statement or expression untrue, inaccurate, misleading or deceptive provided that none of the Warrantors makes any representation or warranty with respect to any statement or omission made in reliance upon and in conformity with information relating to the name, address, status and description of any Underwriter furnished to the Company in writing by such Underwriter through the Overall Coordinators or the Joint Sponsors expressly for use in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings and any amendment or supplement thereto.
- 13.7 All forward-looking statements (including all forecasts and estimates) contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings are made after due and proper consideration, are based on relevant assumptions referred to therein and represent reasonable and fair expectations honestly held based on facts known to the Group and/or the Warrantors or any of them and there are no other assumptions on which such forward-looking statements are based other than the assumptions referred to in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings or which such forecasts or estimates ought reasonably to have been based which have not been made. Such forward-looking statements do not omit or neglect to include or take into account of any material facts or matters.
- 13.8 Without limiting the generality of the foregoing, each of the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings contains all particulars and information reasonably necessary to enable an investor to make an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Group and its profits and losses and of the rights attaching to the H Shares and there are no other material facts the omission of which would make any statement in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings misleading, deceptive, inaccurate or which is in the context of the Global Offering material.
- 13.9 All expressions of opinion, intention or expectation contained in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings at the date of their respective dates, the Applicable Date and all other times when the representations and warranties in this Agreement are repeated pursuant to this Agreement are made on reasonable grounds and are and will be truly and honestly held by the Directors and are and will be fairly based and there are and will be no other material facts known or which could, upon reasonable inquiry, have been known to the Directors the omission of which would make any such statement or expression untrue, inaccurate, misleading or deceptive

in any respect or which will or should reasonably be considered material in the context of the Global Offering.

- 13.10 The business histories, interests, qualifications and experience and all the direct and indirect interests of each of the Directors and their respective associates in any of the companies which were parties to transactions required to be disclosed under the generally accepted accounting principles of Hong Kong or the applicable Laws entered into or completed within the last two years immediately preceding the date of the Prospectus relating to the business of the Group, or loans to or by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, the Group have been and are fully and accurately disclosed in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings.
- 13.11 The Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings comply in all material respects with all applicable Laws (including the CSRC Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Law and the Listing Rules) and contain all information and particulars which is or might be material for disclosure to potential subscriber, purchaser or underwriter (or sub-underwriter) of the Offer Shares, or its advisers, or for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Group and of the rights attaching to the H Shares. In particular (but without prejudice to the foregoing) the sections in the Prospectus headed “Risk Factors”, “History and Corporate Structure” and “Business” are true, accurate and complete in all material respects and not misleading or deceptive, and set out all material facts, matters and circumstances which could create, constitute or result in, or relate to, a risk (or risks) for the businesses, profits or assets of the Group, or be a factor which it is appropriate to bring to the attention of potential investors to make them aware of and assist them in assessing the potential risks relating to the Group and an investment in the H Shares, and that these sections comply in all material respects with the minimum principles set out in of the Listing Rules.
- 13.12 All statements, representations and information (whether or not it relates to the Group or any third party, and including all confirmation and representations from a third party, as supplemented and/or amended (as applicable) provided by or through or on behalf of the Company, any other member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents in response to queries and comments raised by, or in connection with any application or submission to or correspondence with the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority were and are complete, true and accurate in all material respects and were and are not misleading or deceptive and there are no material facts which have not been disclosed to the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority in connection with any such application, submission or correspondence which, by their omission, may make any such statements untrue, inaccurate, incomplete, deceptive or misleading or are material for disclosure to the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority.
- 13.13 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, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents, to the CSRC, the Stock Exchange, the SFC and any applicable Governmental Authority have complied or will comply with all applicable Laws in all material respects.

13.14 The Company has obtained written consents from third party companies or entities whose names and logos together with their relationship with the Company have been disclosed in the Hong Kong Public Offering Documents, the Disclosure Package and the CSRC Filings.

14. PROPERTIES, TITLE AND INTERESTS

14.1 None of the members of the Group owns, operates, manages, leases or has any other right of interest in any other property of any kind save as disclosed in the Prospectus.

14.2 With respect to the rights and interests in property and other assets (including but not limited to land and buildings) owned by members of the Group, save as disclosed in the Prospectus:

14.2.1 the relevant Group Company has good and marketable title, or has the right by Laws to good and marketable title, to such property and other assets or any rights or interests thereto;

14.2.2 there are no Encumbrances or interests, conditions, planning consents, orders, regulations or other restrictions affecting any of such property and other assets which could have a Material Adverse Effect on the value of such property and other assets or materially adversely limit, restrict or otherwise affect the ability of the relevant Group Company to utilise, develop or redevelop any such property or other assets;

14.2.3 the relevant Group Company is entitled as legal and beneficial owner of such property and other assets to all rights and benefits as landlord, licensor and/or lessee (as the case may be) under the leases, tenancies or licences to which it is a party as landlord, licensor and/or lessee (as the case may be) in respect of such property and other assets, and such leases, tenancies and licences are and will be in full force and effect;

14.2.4 none of the properties or other assets has been used by the Group for any unlawful purposes and the Group has not violated any relevant land or construction regulations which could have a Material Adverse Effect;

14.2.5 all requisite consents necessary for the use of any property by the relevant Group Company as it is presently being used by such member have been duly obtained and are in full force and effect; and

14.2.6 all requisite licences, certificates and authorities necessary for the existing use of any property by the relevant Group Company have been duly obtained and are in full force and effect.

14.3 Where any property and other assets are held under lease, tenancy or licence by any Group Company, save as disclosed in the Prospectus:

14.3.1 each lease, tenancy or licence is legal, valid, subsisting and enforceable by the relevant Group Company subject to limitations under applicable laws of bankruptcy or insolvency and other similar laws relating to or affecting creditors' rights and to general principles of equity;

- 14.3.2 no material default (or event which with notice or lapse of time, or both, would constitute a default) by any Group Company has occurred and is continuing under any of such leases, tenancies or licences;
 - 14.3.3 to the best knowledge of the Company after due and careful inquiry, no Group Company has notice of any claim of any nature that has been asserted by anyone adverse to the rights of the relevant Group Company under such leases, tenancies or licences or affecting the rights of the relevant Group Company to the continued possession of such leased or licensed property or other assets in each case that may have a Material Adverse Effect; and;
 - 14.3.4 there are no material Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by such Group Company; and
- 14.4 With respect to each of the properties situated in the PRC owned by the Group:
- 14.4.1 the ownership of the property, in respect of which the relevant Group Company has the right to occupy, belongs to the Group Company which has good title to such property subject to limitations under applicable laws of bankruptcy or insolvency and other similar laws relating to or affecting creditors' rights and to general principles of equity;
 - 14.4.2 the relevant Group Company has validly acquired the relevant Real Estate and Land Ownership Certificate (the "**Ownership Certificate**") in respect of the property which is valid and subsisting and in full force and effect;
 - 14.4.3 all of the relevant procedures as regards to the sale or transfer of the property have been completed and (where applicable) the sale or transfer has been validly registered with the relevant Governmental Authority;
 - 14.4.4 the relevant Group Company can legally transfer, mortgage, or sell the property to local or foreign corporations or individuals, subject to the terms of the Ownership Certificate;
 - 14.4.5 all land premiums payable in respect of the property have been paid in full and no further premiums are payable under the terms of the Ownership Certificate or otherwise under the Laws of the PRC;
 - 14.4.6 the property is not currently subject to any sale, transfer or mortgage procedures and it is not leased or transferred or given to others as a gift, and the relevant Group Company has not entered into any agreement to do any of the foregoing; the property is not involved in any litigation or subject to any court order for attachment, possession or any other similar proceedings in each case that may have a Material Adverse Effect;
 - 14.4.7 the relevant Group Company has not received from the PRC Governmental Authority any notice or order which may adversely affect its right to use the property for the purpose for which it is presently being used;

- 14.4.8 all of the land user's covenants contained in the Ownership Certificate and/or other documents applicable to the property have been duly performed and observed to the extent that such obligations have fallen due;
- 14.4.9 as at the date hereof there has been no change in the terms and conditions of the Ownership Certificate and/or other documents applicable to the property, which are all in full force and effect in favour of the relevant Group Company; and
- 14.4.10 no default (or event which with notice or lapse of time or both will constitute a default) by the relevant member of Group has occurred or is continuing under the Ownership Certificate and/or other documents applicable to the property and it is not in breach of any PRC Laws in respect of the use occupation and enjoyment of the property in each case that may have a Material Adverse Effect.
- 14.5 The ownership of and the right to use or possess the land and buildings as described in the Prospectus by the relevant Group Company is not subject to any unusual or onerous terms or conditions which may have a Material Adverse Effect.
- 14.6 Save as disclosed in the Accounts or the Prospectus, the assets included in the Accounts or, as the case may be, acquired since the Accounts Date and all assets used or owned by or in the possession of each Group Company:
 - 14.6.1 are legally and beneficially owned by that Group Company free from any Encumbrance, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale;
 - 14.6.2 are in the possession or under the control of that Group Company;
 - 14.6.3 where purchased on terms that title to such asset or property does not pass until full payment has been made, have been paid for in full by that Group Company;
 - 14.6.4 are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and
 - 14.6.5 comprise all the assets, properties and rights which that Group Company owns or which it uses or requires for the purpose of carrying on its business.
- 14.7 Each Group Company has done everything (whether by way of giving notice, registration, filing or otherwise) reasonably required or permitted to be done by it for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- 14.8 All records or other documents recording or evidencing any material contract, licence, consent or other right of each Group Company or required for the exercise of any such right are in the possession or under the exclusive control of that Group Company.
- 14.9 Each Group Company has not created, or granted, or agreed to create or grant, any security interest or other Encumbrance in respect of any of the assets included in the Accounts, or acquired or agreed to be acquired since the Accounts Date, otherwise than in the ordinary course of business.
- 14.10 None of the property, assets or undertakings of any Group Company is subject to, and the relevant Group Company has not agreed to grant in respect of the same, any Encumbrance.

The stock in trade of each member of the Group Company is in good marketable condition and is capable of being sold by it in the normal and ordinary course of business in accordance with its current price list, without debate or allowance to a purchaser.

- 14.11 The statements contained in “Business – Properties” in the Prospectus are complete, true and accurate in all material respects and not misleading.
- 14.12 The plant, machinery, vehicles and other equipment used in connection with the business of the Group:
 - 14.12.1 are subject to normal wear and tear in a good and safe state of repair and satisfactory working order and have been properly serviced and maintained; and
 - 14.12.2 are not to any extent dangerous, inefficient, out-of-date, unsuitable, in need of renewal or replacement, or surplus to requirements.
- 14.13 Maintenance contracts are in full force and effect in respect of all major assets of the Group in connection with its business which is normal and reasonably to have maintained by independent or specialist contractors, and in respect of all assets which the Group is obliged to maintain or repair under any leasing or similar agreement; and all those assets have been regularly maintained to a good technical standard, and in accordance with safety regulations usually observed in relation to assets of that description, and in accordance with the terms and conditions of any applicable leasing or similar agreement.
- 14.14 There are no outstanding or pending actions, disputes, notices, liabilities, demands or complaints which has or likely to have a Material Adversely Effect on the use of any property, assets or undertakings of any Group Company for the purposes for which it is now used by any Group Company.
- 14.15 Save as disclosed in the Prospectus, no Group Company has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests.

15. INSURANCE

- 15.1 The description of the Company’s insurance coverage contained in the Prospectus is true and accurate in all material respects and not misleading. Each of the Group Company is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged. All policies of insurance insuring the assets and employees of the Group are in full force and effect in all respects. Nothing has been done or has been omitted to be done whereby any such policies have or may become void or are likely to be avoided.
- 15.2 No material claim under any insurance policies taken out by any Group Company is outstanding and to the best knowledge of the Company after due and careful inquiry, there are no circumstances likely to give rise to such a claim, or, in case where there is any outstanding claim under the Group’s medical insurance policies, none of such claims is material in the context of the Group as a whole and, so far as the Warrantors are aware, no circumstances exist which are likely to give rise to such a claim.
- 15.3 All premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of the said policies have been fully observed and performed.

- 15.4 None of the Warrantors has any reason to believe that any Group Company will not be able to renew its existing insurance coverage from similar insurers as may be necessary to continue its business at a cost that would not materially adversely affect the condition, financial or otherwise, or the earnings, business or operations of the Group, taken as a whole.
- 15.5 None of the insurance policies in respect of the assets of each Group Company is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of the normal rate.

16. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS

- 16.1 Save as disclosed in the Prospectus or the Disclosure Package, no filing with, or Approval of, any Government Agency, is necessary or required for the performance by the Company of any of its obligations hereunder in connection with the Global Offering, issuance or sale of the H Shares hereunder or under the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement the International Underwriting Agreement, the Prospectus and the Disclosure Package, except such as have already been obtained and are in full force and effect.
- 16.2 Save as disclosed in the Prospectus, each Group Company has carried on and is carrying on its business and operations in accordance with applicable Laws and all statutory, municipal and other Approvals, properly issued by the appropriate and authorised Governmental Authority, necessary for the establishment and carrying on of the businesses and operations of, and owning of assets by, each of the Group Company as now carried on, as previously carried on and as proposed to be carried on have been obtained and are (or were at the relevant time) valid and subsisting and all conditions applicable to any such Approval have been and are complied with and to the best knowledge of the Company after due and careful inquiry, there are no facts or circumstances which exist or have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of or in any existing Approvals or any requirements for additional Approvals which could prevent, restrict or hinder the operations of any Group Company or involve any Group Company in additional expenditure.
- 16.3 There are no circumstances which will or may result in the Approvals which will be required in the PRC by the Group to carry on the businesses and/or activities contemplated and as described in the sections headed "Business" and "Future Plans and Use of Proceeds" in the Prospectus not being granted.
- 16.4 Save as disclosed in the Prospectus, each Group Company is in compliance with all applicable Laws of any applicable jurisdiction in all material respects.
- 16.5 The operations of the Group, each Warrantor (other than the Company) and their respective affiliates is and have been conducted at all times in compliance with applicable Laws against corrupt practices in all material respects. None of (1) the Group, the Warrantors (other than the Company) and their respective affiliates, nor any director, supervisor, officer, or employee thereof; (2) any agent or representative of the Group, the Warrantors (other than the Company) and their respective affiliates ; or (3) any person acting on behalf of any of the foregoing persons (collectively, the "**Group Relevant Persons**") (A) has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving 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 organization, or any

person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC or Hong Kong or any other applicable jurisdiction; (B) has made or authorized any contribution, payment or gift of funds or property to any candidate for public office, or any official, employee or agent of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC or Hong Kong, in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable rules, regulations, guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative or regulatory consequences), orders, judgments, decrees, rulings or other binding requirements of any relevant Authority, including but not limited to any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of each of the Group, the Warrantors (other than the Company) and their respective affiliates, as applicable; each of the Group, the Warrantors (other than the Company) and their respective affiliates have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption laws including the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery of the PRC, the FCPA, or any other Law of similar purpose and scope (collectively, the “Anti-Bribery Laws”) and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws in all material respects and with the representation and warranty contained herein; none of the Group Relevant Persons has violated or is in violation of any provision of the Anti-Bribery Laws; none of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of goods or services, or the respective directors, officers, representatives, agents, employees, affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purposes of inducing the Group, the Warrantors (other than the Company) or their respective affiliates to procure or increase the procurement of such goods or services, or (B) prohibited under applicable Laws of the PRC, Hong Kong, or any other relevant jurisdiction; and each of the Group, the Warrantors (other than the Company) and their respective affiliates maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are reasonably designated to detect and prevent any such receipt of payments or gift of anything of value.

- 16.6 None of the members of the Group is a party to any agreement, arrangement or concerted practice or is carrying on a practice 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 any of the members of the Group has assets or carries on business or 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).
- 16.7 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including but not limited to the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.

- 16.8 Any and all issues identified and as disclosed in the internal controls report issued by the Internal Control 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 with all applicable Laws in all material respects, and no such issues have materially adversely affected, or could reasonably be expected to materially adversely affect, such controls and procedures or such ability to comply with all applicable Laws in any respect.

17. EMPLOYMENT AND PENSIONS

- 17.1 Each of the PRC Subsidiaries is in compliance with the Labour Contract Law of the PRC currently in force in all material respects.
- 17.2 There are no amounts owing or promised to any present or former directors, supervisors, employees or consultants of any Group Company other than remuneration accrued due or for reimbursement of business expenses.
- 17.3 No directors, supervisors, or senior management or employees of any Group Company have given or been given notice terminating their contracts of employment.
- 17.4 There are no proposals to terminate the employment or consultancy of any directors, supervisors, senior management, employees or consultants of any Group Company or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit).
- 17.5 To the best knowledge of the Company after due and careful inquiry, no Group Company has any outstanding or undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, employees or consultants by it, except where any such undischarged liability would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 17.6 To the best knowledge of the Company after due and careful inquiry, no liability has been incurred by any Group Company for:
- 17.6.1 breach of any contract of service, contract for services or consultancy agreement;
 - 17.6.2 redundancy payments;
 - 17.6.3 compensation for wrongful, constructive, unreasonable or unfair dismissal;
 - 17.6.4 failure to comply with any order for the reinstatement or re-engagement of any director, supervisor, employee or consultant; or
 - 17.6.5 the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director, supervisor, or consultant of any Group Company.

- 17.7 No dispute of material importance with the directors, supervisors, and to the best knowledge of the Company after due and careful inquiry, no dispute of material importance with employees (or any trade union or other body representing all or any of such employees), consultants or agents of any Group Company exists or is imminent or threatened. None of the members of the Group is aware of any existing or imminent labour disturbance by the directors, supervisors, employees or consultants or any of its principal suppliers, customers or contractors which might be expected to result in a Material Adverse Effect.
- 17.8 All contracts of service in relation to the employment of the Group's employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant Group Company and the subsisting contracts of service to which any Group Company is a party are legal, valid and enforceable (except for provisions in restraint of trade which may be subject to unfavourable judicial interpretation) and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and to the best knowledge of the Company after due and careful inquiry, there are no material claims pending or threatened or capable of arising against the relevant Group Company, by any employee or third party, in respect of any accident or injury not fully covered by insurance.
- 17.9 The Group has in relation to its directors, supervisors, employees or consultants (and so far as relevant to each of its former directors, supervisors, employees or consultants) complied in all material respects with all applicable statutes, regulations and articles of association/bye-laws (or equivalent constitutive documents) and the terms and conditions of such directors', supervisors', employees' or consultants' (or former directors', supervisors', employees' or consultants') contracts of employment or consultancy.
- 17.10 Save as disclosed in the Prospectus or otherwise as disclosed in the PRC legal opinion issued by Lifeng Partners with regard to the matters of the Group in the PRC, no contributions are being, or have been made by a Group Company to any pension, retirement, provident fund or death or disability benefit scheme, or arrangement other than the social insurance and housing funds and other pension, retirement, provident fund or death or disability benefit scheme or arrangement (collectively, the "**Social Insurance Funds**") and the housing provident fund (the "**Housing Provident Fund**") and no Group Company participates in, or has participated in, or is liable to contribute to, any pension, retirement, provident fund or death or disability benefit scheme or arrangement in respect of past or present employees, directors or supervisors of the Group other than the Social Insurance Funds or the Housing Provident Fund.
- 17.11 Each of the pension schemes and the Social Insurance Funds complies with and has been operated in all material respects in accordance with all applicable Laws of the relevant scheme. To the best knowledge of the Company after due and careful inquiry, there is no ground upon which any applicable registrations or exemptions in respect of any of the Social Insurance Funds or the Housing Provident Fund could be withdrawn or cancelled.
- 17.12 Save as disclosed in the Prospectus and save for contributions due to be paid at the next payment date, no contributions (or contribution surcharge) in respect of any employee, director or supervisor of the Group or any other payment due to, or in respect of, the Social Insurance Funds or the Housing Provident Fund is unpaid except those which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 17.13 All defined benefit retirement schemes are adequately funded and no additional contributions by any Group Company are currently due to be made to make up for any

shortfall except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.

- 17.14 To the best knowledge of the Company after due and careful inquiry, there is no dispute relating to the Social Insurance Funds, whether involving any Group Company, the trustees or administrators of the Social Insurance Funds, any employee, director or supervisor of a Group Company, or any other person and no circumstances exist which may give rise to any such claims except which those would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.

18. INTELLECTUAL PROPERTY

- 18.1 For the purpose of this paragraph 18, “**Intellectual Property**” means all patents, patent rights, inventions, trademarks, service marks, logos, get-up, registered or unregistered design rights, trade or business names, domain names, trade secrets, confidential information, Know-how, copyrights, semi-conductor topography rights, database rights and any proprietary or confidential information systems processes or procedures and of their intellectual property (whether, in each case, registered, unregistered or unregistrable, and including pending applications for registration and rights to apply for registration) and all rights of a similar nature or having similar effect which may subsist in any part of the world.

- 18.2 For the purpose of this paragraph 18, “**Know-how**” means confidential and proprietary industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers.

- 18.3 All Intellectual Property described in the Prospectus as being owned or licensed or used by the Group, and all pending applications therefor which have been, are or are capable of being used in or in relation to or which are necessary for the business of each Group Company are (or, where appropriate in the case of pending applications, will be):

18.3.1 legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are or will be in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated;

18.3.2 valid and enforceable;

18.3.3 not subject to any Encumbrance or any licence or authority in favour of another;

18.3.4 where registration of those Intellectual Property rights in the name of a Group Company is practicable, such registration has been effected, the relevant Group Company is the registered proprietor thereof and no Group Company has done or omitted to do anything which may impair that registration or render it open to challenge; and

18.3.5 in the case of rights in such Intellectual Property as are registered or the subject of applications for registration, listed and briefly described in Appendix VII to the Prospectus all renewal fees which are due and steps which are required for their maintenance and protection have been paid and taken, no claims have been made

or threatened and no applications are pending, which if pursued or granted might be material to the truth and accuracy of any of the above statements in this paragraph 18.3.

- 18.4 To the best knowledge of the Company after due and careful inquiry, no Group Company has received any notice or is otherwise aware of (having made due and careful enquiries):
- 18.4.1 any infringement of or conflict with claimed or asserted rights of others with respect to any rights mentioned in paragraph 18.3 above; or
 - 18.4.2 any unauthorised use of any Know-how of any third party and no Group Company has made disclosure of Know-how to any person except properly and in the ordinary course of business and on the basis that such disclosure is to be treated as being of a confidential character; or
 - 18.4.3 any opposition by any person to any pending applications; or
 - 18.4.4 any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any Group Company; or
 - 18.4.5 any facts or circumstances which would render any rights mentioned in paragraph 18.3 above invalid or inadequate to protect the interests of the relevant Group Company or unenforceable,

except, in each of the paragraphs 18.4.1 to 18.4.5, which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.

- 18.5 The rights and interest held by the Group (whether as owner, licensee or otherwise) in Intellectual Property comprises all the rights and interests necessary for the carrying on of the business of each Group Company in and to the extent which it is presently conducted.
- 18.6 The processes employed and the products and services dealt in by a Group Company both now and at any time within the last three years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those belonging to or licensed to a Group Company) and no claims of infringement of any such rights or interests have been made or to the best knowledge of the Company after due and careful inquiry, threatened by any third party, except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 18.7 All material licences and agreements to which any Group Company is a party (including all amendments, novations, supplements or replacements to those licences and agreements) are in full force and effect, and no notice having been given on any party to terminate them; the obligations of the parties thereto thereunder have been fully complied with; and no disputes have arisen or to the best knowledge of the Company after due and careful inquiry, are foreseeable in respect thereof; and where such licences are of such a nature that they could be registered with the appropriate authorities and where such registration would have the effect of strengthening the Group's rights, they have been so registered.
- 18.8 Except as disclosed in the Prospectus, there is no other Intellectual Property used or registered by any members of the Group in connection with the Group's business which is material in the context of such business. All information in the Prospectus regarding Intellectual Property owned or used by the Group is true and accurate in all material respects, and no material information regarding the same has been omitted therefrom.

- 18.9 The operation of the website(s) operated by the Group does not infringe on the rights of any third party. In particular, the Company believes that the functional aspect of such website(s), and computer programmes in support, in so far as they are not already validly licensed from a third party, to the best knowledge of the Company after due and careful inquiry, do not infringe on the right of any third party.
- 18.10 The Group is either the lawful owner of all the information and content which is available through the website(s) operated by the Group or possesses a valid subsisting and defensible legal right or licence to use and make such information and content available through those website(s).
- 18.11 To the best knowledge of the Company after due and careful inquiry, no Group Company has received any notice or is otherwise aware of any unauthorised use by it of any confidential information of any third party.
- 18.12 The Company has the right to use the pictures and logos appearing on the front page of and inside the Prospectus and the Offer Documents and has not received, nor is it aware of, any complaint, demand or claim regarding the use of such pictures or logos, and the logos have been registered as trademarks in Hong Kong.

19. INFORMATION TECHNOLOGY

- 19.1 For the purpose of this paragraph, “**Information Technology**” means all computer systems, communications systems, software and hardware owned, used or licensed by or to any Group Company.
- 19.2 The Information Technology comprises all the information technology systems and related rights necessary and material to run the business of the Group.
- 19.3 All Information Technology which has been or which is necessary for the business of any Group Company is either legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 19.4 All the records and systems (including but not limited to Information Technology) relating to the business of the Group taken as a whole and all data and information of each Group Company are maintained and operated by a Group Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of a Group Company.
- 19.5 To the best knowledge of the Company after due and careful inquiry, there are no bugs or viruses, logic bombs or other contaminants (including without limitation, “worms” or “trojan horses”) in or failures or breakdowns of any computer hardware or software or any other Information Technology equipment used in connection with the business of any Group Company which have caused any substantial disruption or interruption in or to the business of any Group Company except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 19.6 In the event that the persons providing maintenance or support services for the Group’s Information Technology cease or are unable to do so, the members of the Group have all

the necessary rights and information to continue to maintain and support or have a third party maintain or support the Information Technology which is material for the operations of the Group as a whole.

- 19.7 Each Group Company has in place necessary procedures to prevent unauthorised access and the introduction of viruses.
- 19.8 Each Group Company has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group taken as a whole.
- 19.9 There are no material defects relating to the Information Technology owned or used by the business of any Group Company and the Information Technology owned or used by any Group Company has the capacity and performance necessary to fulfil the present and foreseeable requirements of the business of any Group Company.

20. ENVIRONMENTAL MATTERS

20.1 For the purposes of this paragraph:

20.1.1 “**Environment**” means all or any part of the air (including, without limitation, air within buildings or natural or man-made structures whether above or below ground), water (including, without limitation, territorial, ocean, coastal and inland waters, surface water, groundwater and drains and sewers) and land (including, without limitation, sea bed or river bed under any water as described above, surface land and sub-surface land, and any natural or man-made structures), and also includes human, animal and plant life; and

20.1.2 “**Environmental Law**” means any treaty, national, state, federal or local law, common law rule or other rule, regulation, ordinance, by-law, code, decree, demand or demand letter, injunction, judgement, notice or notice demand, code of practice, order or plan issued, promulgated or approved thereunder or in connection therewith pertaining to the protection of the Environment or to health and safety matters (and shall include, without limitation, laws relating to workers and public health and safety).

- 20.2 Each Group Company has complied and is complying with all Environmental Laws that are applicable to its business in all material respects.
- 20.3 To the best knowledge of the Company after due and careful inquiry, there is no civil, criminal or administrative action, claim, investigation or other proceeding or suit pending or threatened against any Group Company arising from or relating to Environmental Law which is material in the context of the Group as a whole and there are no circumstances existing which may lead to any such action, claim, investigation, proceeding or suit which would, and is likely to, individually or in the aggregate, have a Material Adverse Effect.
- 20.4 Each Group Company conducts its operations so as not to lead to a breach of Environmental Law and in accordance with good operating practice of the industry in relation to all material matters, practices and activities which could affect or cause harm to the Environment.

- 20.5 None of the members of the Group occupies, leases, owns, uses or has previously used, owned, leased or occupied, any property such that it is or may be wholly or partly responsible for the costs of any clean-up or other corrective action to any site or any part of the Environment.
- 20.6 There are no circumstances which require or may require any Group Company to incur significant expenditure which is material in the context of the Group as a whole in respect of the Environment or under Environmental Law.
- 20.7 Each Group Company has all Approvals required under any applicable Environmental Laws and are each in compliance with their requirements and no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or government agency, against or affecting the Company or any of the Subsidiaries relating to hazardous materials or Environmental Laws have occurred.

21. TAXATION

- 21.1 All returns, reports or filings which ought to have been made by or in respect of each of the existing Group Company for taxation purposes have been made or filed (as the case may be) and all such returns are up to date, correct and prepared with due care and skill and on a proper basis and are not the subject of any dispute with the relevant revenue or other appropriate authorities except as disclosed in the Prospectus and to the best knowledge of the Company after due and careful inquiry, there are no present circumstances likely to give rise to any such dispute and the provisions included in the audited combined results of the Group as at the Accounts Date referred to in paragraph 4.1 above were sufficient to cover all taxation (if any) in respect of all accounting periods ended on or before the Accounts Date for which the Group was then liable. Each Group Company is not delinquent in payment of any taxes due thereunder and there is no tax deficiency that has been asserted against any Group Company in each case there would be a Material Adverse Effect for the Group.
- 21.2 Each Group Company has paid all taxes required to be paid by each of them in accordance with the applicable Laws to which it is subject, and has taken all necessary steps to obtain any repayment of or relief from taxation available to each of them, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings.
- 21.3 All information and statements concerning taxation (including any statement relating to any preferential tax treatment granted or previously granted to each Group Company) and its application to members of the Group in the Prospectus and the Disclosure Package are or will be, true, accurate and complete in all material respects and not misleading or deceptive.
- 21.4 Each Group Company has:-
- 21.4.1 paid or accounted for in the Accounts in all material respects, as the case may be all taxation (if any) due to be paid or accounted for by it before the Accounts Date and none of the Group Company is or is likely to be subject to any tax penalties so far as the Warrantors are aware; and
- 21.4.2 taken all necessary steps to obtain any repayment of or relief from taxation available to it.

- 21.5 The provisions (if any) included in the Accounts, as the case may be, are sufficient to cover all taxation in respect of all periods ended on or before the Accounts Date for which each Group Company was then or might at any time thereafter become or have become liable.
- 21.6 Adequate charges, accruals and reserves have been provided for in the Accounts in respect of all taxes for all periods as to which the tax liability of each of the Group Company has not been finally determined or remains open to examination by applicable taxing authority. None of the Group Company has received notice of any tax deficiency that has been asserted or assessed against the Company or any of its subsidiaries.
- 21.7 Save as disclosed in the Prospectus (and subject to any reservation made therein), no tax or duty (including, without limitation, any stamp or issuance or transfer tax or duty and any tax or duty on capital gains or income, whether chargeable on a withholding basis or otherwise) is payable to any Governmental Authority in the PRC (unless the Underwriting Documents are executed or later brought into the PRC), Hong Kong or any other jurisdiction in connection with:
- 21.7.1 the execution, delivery and performance of the Underwriting Documents;
 - 21.7.2 the creation, issue and allotment of the Offer Shares;
 - 21.7.3 the payment by the Company to, and the receipt by shareholders of, any dividend in respect of H Shares; and
 - 21.7.4 the sale, transfer or other disposition or delivery of any H Shares (other than the stamp duty payable under Hong Kong Law), including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition.
- 21.8 Save as disclosed in the Offer Documents, no stamp, issue, registration, transfer tax or duty or other similar tax or duty is payable by or on behalf of the Hong Kong Underwriters in the PRC or Hong Kong or any political subdivision or taxing authority thereof or therein in connection with:
- 21.8.1 the creation, allotment and issuance of the H Shares; or
 - 21.8.2 the offer, sale and delivery by the Company of the H Shares to or for the respective accounts of such Hong Kong Underwriters; or
 - 21.8.3 the sale and delivery by the Hong Kong Underwriters of the H Shares; or
 - 21.8.4 the execution and delivery of this Agreement and the International Underwriting Agreement or any other document relating to the Global Offering; or
 - 21.8.5 the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement or any other document relating to the Global Offering.
- 21.9 All Hong Kong, local and national PRC governmental tax waivers and other Hong Kong, local and national PRC tax relief, concession and preferential treatment applicable to the Group, if any, are valid and do not violate any Applicable Laws.

22. IMMUNITY

None of the Warrantors, any of their respective subsidiaries, any of their assets or revenues or properties is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment prior to or in aid of execution of judgement, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgement. The irrevocable and unconditional waiver and agreement of the Warrantors in Clause 9.12 hereof not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement is valid and binding under all applicable Laws.

23. INSOLVENCY

- 23.1 No order has been made or petition presented or resolution passed for the winding-up or judicial management or administration of any member of the Group or the Warrantors or for the appointment of a provisional liquidator or similar person, nor to the best knowledge of the Company after due and careful inquiry, are there any reasonable grounds on which any person would be entitled to have any member of the Group or the Warrantors wound-up or placed in judicial management or administration or of similar effects or to have a provisional liquidator or similar person appointed for the member of the Group or the Warrantors, nor, to the best knowledge of the Company after due and careful inquiry, has any person threatened to present such a petition or convened or threatened to convene a meeting of any member of the Group or the Warrantors (where applicable) to consider a resolution to wind up the member of the Group or the Warrantors (where applicable), nor has any step been taken in relation to the member of the Group or the Warrantors (where applicable) under the Laws relating to insolvency or the relief of debtors in any part of the world.
- 23.2 No provisional liquidator, receiver, liquidator or manager or similar person has been appointed by any person of the whole or any part of the business or assets of any member of the Group or the Warrantors and to the best knowledge of the Company after due and careful inquiry, no compromise or arrangement has been proposed, agreed to or sanctioned in respect of it.
- 23.3 No distress, execution or other process has been levied on any asset owned or used by any member of the Group or the Warrantors, nor to the best knowledge of the Company after due and careful inquiry, has any person threatened any such distress, execution or other process.
- 23.4 No action has been taken by any member of the Group or the Warrantors or, no matter has occurred which, in any jurisdiction, is equivalent or, in all respects, similar to any of the actions on matters referred to in this paragraph.
- 23.5 No member of the Group or the Warrantors has stopped or suspended payments of its debts or become unable to pay its debts as they fall due or otherwise becomes insolvent.

24. MATTERS RELATING TO US LAWS

- 24.1 Neither the Warrantors, nor any of their respective affiliates, nor any person acting on behalf of any of the foregoing persons has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the US Securities Act) under circumstances that would require the registration of the Offer Shares under the US Securities Act; or (ii) engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D of the US Securities

Act) in connection with the offering or selling of the Offer Shares or in any manner involving a public offering within the meaning of Section 4(2) of the US Securities Act.

- 24.2 There is no “substantial US market interest” in the Offer Shares or any of the Company’s securities of the same class as the Offer Shares within the meaning of Regulation S under the US Securities Act.
- 24.3 The Company is a foreign issuer as defined in Regulation S of the US Securities Act.
- 24.4 Neither the Company, nor any of the Group Company, nor the other Warrantors, nor any affiliate (as defined in Rule 405 under the US Securities Act) of any of them, nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S of the US Securities Act) with respect to the Offer Shares. The Company, any Group Company, the Warrantors, their respective affiliates (as defined in Rule 405 under the US Securities Act) and any person acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S of the US Securities Act. It is not necessary in connection with the offer, sale and delivery of the Offer Shares to the Underwriters and subsequent purchasers thereof in the manner contemplated by this Agreement, the International Underwriting Agreement and the Offer Documents to register the Offer Shares under the US Securities Act.
- 24.5 Neither the Company, nor, to the Company’s knowledge, any director, supervisor, officer, agent, employee, affiliate or other person acting on behalf of the Company is aware of or has taken any action, directly or indirectly, that would result in a violation by any Group Company or any director, supervisor, officer, agent, employee, affiliate or other person acting on behalf of any Group Company of the Foreign Corrupt Practices Act of 1977 and amended by the International Anti-Bribery Act of 1998, as amended, and the rules and regulations thereunder (the “**FCPA**”), including without limitation, making use of the mails or any means of instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay, or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “foreign official” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA. The Company and the Company’s Affiliates, to the Company’s knowledge, have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
- 24.6 The operations of all Group Companies are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving any Group Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.
- 24.7 Each of the Warrantors represents and warrants that:
 - 24.15.1 none of the Company, any of its Subsidiaries, or their respective directors, supervisors, officers, agents, employees, affiliates and any person acting on their behalf, is currently subject to (i) any U.S. sanctions related to or

administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (including but not limited to the designation as a “specially designated national or blocked person” thereunder); or (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto (collectively, the “**Sanctions Laws and Regulations**”). There have been no transactions or connections between the Company or any of its Subsidiaries, on the one hand, and any country, person, or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or who perform contracts in support of projects in or for the benefit of those countries, on the other hand;

- 24.15.2 (i) neither the Company nor any of its subsidiaries, nor any of their respective directors or executive senior management personnel, nor, to the Company’s best knowledge, any of their respective employees, agents or other persons acting on their behalf, is an individual or entity (“**Person**”) that is, or is owned or controlled by a Person that is (a) the subject of any sanctions administered or enforced by the U.S. Department of Treasury’s Office of Foreign Assets Control (“**OFAC**”), the United Nations Security Council (“**UNSC**”), the European Union, Her Majesty’s Treasury (“**HMT**”), or other relevant sanctions authority, collectively (“**Sanctions**”), nor has conducted business with any Person subject to any such Sanction, nor, (b) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Cuba, Iran, North Korea, Sudan and Syria); (ii) The Company and any director, officer, employee, agent, subsidiary, or representative of the subsidiary will not, directly, or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any of its joint venture partners or other Persons: (a) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or (b) or in any other manner that will result in violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, adviser, investor or otherwise); (iii) for the past five years, the Company and any director, officer, employee, agent, subsidiaries, affiliate or representative of the Company has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;
- 24.15.3 the Company will use the proceeds of the Global Offering exclusively in the manner set forth in the section headed “Future Plans and Use of Proceeds” in the Prospectus and Disclosure Package, and will not, directly or indirectly, use, lend, contribute or otherwise make available such proceeds to any Subsidiary or other person or entity, for the purpose of financing the activities of any person, entity or country currently subject to any Sanctions Laws and Regulations;
- 24.15.4 none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this

Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations; and

- 24.15.5 neither the Company nor its Subsidiaries, nor to the knowledge of the Warrantors after due and careful enquiry, any executive officers, Directors, or member of the senior management of each of the Company and its Subsidiaries, acting on behalf of the Company and its Subsidiaries, as the case may be, have, directly or indirectly, (i) made or authorised any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality in the PRC, Taiwan, Hong Kong or any other jurisdiction or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under applicable law, rule, or regulation of any locality or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of such entity.

25. CYBERSECURITY AND DATA PROTECTION

- 25.1 The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are necessary for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted. The Group has implemented and maintained necessary controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to the same.
- 25.2 (A) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**") in all material respects; (B) neither the Company nor any other member of the Group is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC (《中華人民共和國網絡安全法》) promulgated by the National People's Congress Standing Committee on 7 November 2016 and implemented on 1 June 2017 (the "**Cybersecurity Law**") ; (C) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant Governmental Authority; (D) to the best knowledge of the Company after due and careful inquiry, neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Governmental Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) to the best knowledge of the Company after due and careful inquiry, neither the Company nor any other member of the Group has received any claim for

compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorised destruction or unauthorised disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (F) to the best knowledge of the Company after due and careful inquiry, no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Governmental Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (G) to the best knowledge of the Company after due and careful inquiry, neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Governmental Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Governmental Authority.

26. MARKET CONDUCT

- 26.1 None of the Warranting Shareholders, nor any of their respective agents or affiliates, 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, 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 H Shares and any associated securities, or (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.
- 26.2 None of the Warranting Shareholders, nor any of their respective affiliates or agents, 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 stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; or (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 SFO.
- 26.3 None of the Warranting Shareholders or their respective affiliates or any limited or general partner (as the case may be), director, supervisor, officer, employee or agent of a Warranting Shareholder, nor any person acting on behalf of any of them, has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; or (B) publicly available.

27. SUBSEQUENT EVENTS

- 27.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Prospectus and the Preliminary Offering Circular, unless disclosed in each of these documents, neither the Company nor any Subsidiary has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Company or any Subsidiary, (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 Company or any Subsidiary, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company or any Subsidiary, or (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, (G) had any lapse of any Intellectual Property of the Company or any Subsidiary, any license thereof, or any Intellectual Property application by the Company or any Subsidiary that would be a Material Adverse Effect for the Group or (H) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (G) above.
- 27.2 Subsequent to the respective dates as of which information is given in each of the Prospectus and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change, (B) any transaction which is material to the Company and any Subsidiary, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by the Company or any Subsidiary which is material to them, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in the Company or any Subsidiary, 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 the Company or any Subsidiary.
- 27.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) has carried on business in the ordinary and usual course of business so as to maintain it as a going concern and in substantially the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature, (B) has continued to pay its creditors in the ordinary course of business and on arm's length terms; and, subsequent to the respective dates as of which information is given in each of the Prospectus and the Preliminary Offering Circular, and (C) there has not been any Material Adverse Change or any development involving a prospective Material Adverse Change in or any development involving a prospective Material Adverse Change the relations of the business of each of the Company and the Subsidiaries with its customers and suppliers.

28. OTHER MATTERS

- 28.1 The Warrantors have not entered and will not enter into any contractual arrangement with respect to the distribution of the Offer Shares except for this Agreement and the International Underwriting Agreement.
- 28.2 Subject to the discretion of the relevant courts and public policies and other principles to be considered by such courts and the other conditions described under the applicable Laws,

(A) the choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong or the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; (B) Each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong and the PRC; (C) the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of Hong Kong or the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; (D) that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong and do not contravene Laws of the PRC and are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; (E) service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Warrantors; (F) the arbitration agreement contained in this Agreement is a valid and effective agreement by the Warrantors to submit to arbitration; (G) the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; and (H) any award obtained in the Hong Kong International Arbitration Centre arising out of or in relation to the obligations of any of the Warrantors under this Agreement will be recognised and enforced by the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Offering Documents.

- 28.3 Other than as disclosed in the Prospectus, there are no existing or announced Laws, policies, regulatory, administrative or other government initiatives or measures regarding the business of the Group which would have a Material Adverse Effect.
- 28.4 Any certificate signed by any officer of the Company or any of its Subsidiaries or the other Warrantor and delivered to the Overall Coordinators or to the legal advisers to the Overall Coordinators and the Underwriters pursuant to this Agreement or the International Underwriting Agreement shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.
- 28.5 None of the Warrantors, their respective directors and employees has provided to any investment research analyst, whether directly or indirectly, any Non-Public Information.
- 28.6 Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in **Schedule 5** 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”, “the Warranting Shareholders” (as applicable) and “we” or “us” or “our” shall mean the Joint Sponsors, the Overall Coordinators and the Underwriters.

SCHEDULE 5
Professional Investor Treatment Notice

- (i) 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) a trust corporation having been entrusted with under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements or certificate, certified public accountant certificate issued to the trust corporation in respect of the trust(s) and public filing submitted by or on behalf of the trust corporation within the last 12 months;
 - (2) a high net worth individual having, on its own account or with associates on a joint account, a portfolio, or share as specified in a written agreement among the account holders and in the absence of such written agreement an equal share of a portfolio on a joint account with one or more persons other than the individual's associate, or a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual, of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
 - (3) a high net worth corporation or a corporation that wholly owns such high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in a certificate from an auditor or certified public accountant, custodian statements issued to the corporation or partnership and public filing submitted by or on behalf of the corporation or partnership within the last 12 months;
 - (4) a corporation the sole business of which is to hold investments and which is wholly owned by any of one or more of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within paragraph 1.2 above; (iii) a corporation or partnership that falls within paragraph 1.3 above; and (iv) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance.

We have 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.

- (ii) 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.

(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) 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.

(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.

(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.

(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.

(6) Nasdaq—Amex Pilot Program

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

(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.

(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.

(iii) 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.

(iv) 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.

- (v) 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.
- (vi) 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.

SIGNATURE PAGE

THE COMPANY

SIGNED by WU PINFANG)

for and on behalf of)
JIANGSU GUOFU HYDROGEN ENERGY)
EQUIPMENT CO., LTD.)
(江蘇國富氫能技術裝備股份有限公司))
in the presence of:-)

Witness' signature: 冯屹忻

Witness' name: FENG Yixin



SIGNATURE PAGE

THE WARRANTING SHAREHOLDERS

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

for and on behalf of
張家港新雲科技產業諮詢企業(有限合夥)
ZHANGJIAGANG NEW CLOUD
TECHNOLOGY INDUSTRY CONSULTING
ENTERPRISE (LIMITED PARTNERSHIP)*
in the presence of:-

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Witness' signature: 冯屹忻

Witness' name: FENG Yixin

** For identification purposes only*

SIGNATURE PAGE

THE WARRANTING SHAREHOLDERS

SIGNED, SEALED and DELIVERED by
WU PINFANG
in the presence of:-

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Witness' signature: 

Witness' name: **FENG YIXIN**

SIGNATURE PAGE

THE WARRANTING SHAREHOLDERS

SIGNED, SEALED and DELIVERED by
WANG KAI
in the presence of:-

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Witness' signature: 朱晋

Witness' name: ZHU JIN

SIGNATURE PAGE

SIGNED by **Steven Kwok**
for and on behalf of
**HAITONG INTERNATIONAL CAPITAL
LIMITED**
in the presence of:-

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Witness' signature: *Minnie*

Witness' name: *Minnie Li*

SIGNATURE PAGE

SIGNED by Allen Wang

for and on behalf of

CITIC SECURITIES (HONG KONG) LIMITED

in the presence of:-

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Witness' signature: 楊廷


Witness' name: Harry YANG

SIGNATURE PAGE

SIGNED by Kenneth Ho
for and on behalf of
HAITONG INTERNATIONAL SECURITIES
COMPANY LIMITED
in the presence of:-

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Witness' signature: 

Witness' name: Zhang Mengzhen

SIGNATURE PAGE

SIGNED by Hang Li
for and on behalf of
CLSA LIMITED

in the presence of:-

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Witness' signature:



Witness' name:

Di Yi

SIGNATURE PAGE

SIGNED by Allen Wang

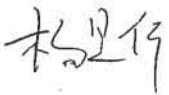
for and on behalf of

CLSA LIMITED

in the presence of:-

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Witness' signature: 

Witness' name: Harry YANG

SIGNATURE PAGE

SIGNED by **Kenneth Ho**)

for and on behalf of)

HAITONG INTERNATIONAL SECURITIES)
COMPANY LIMITED)

for itself and as attorney for and on behalf of)

CCB INTERNATIONAL CAPITAL LIMITED)

in the presence of:-)



Witness' signature:



Witness' name:

Zhang Mengzhen

SIGNATURE PAGE

SIGNED by **Hang Li**
for and on behalf of
CLSA LIMITED

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for itself and as attorney for and on behalf of
CCB INTERNATIONAL CAPITAL LIMITED

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in the presence of:-

Witness' signature: 

Witness' name: Di Yi

SIGNATURE PAGE

SIGNED by Allen Wang

for and on behalf of

CLSA LIMITED

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for itself and as attorney for and on behalf of

CCB INTERNATIONAL CAPITAL LIMITED

in the presence of:-

Witness' signature:



Witness' name:

Harry YANG

SIGNATURE PAGE

SIGNED by Kenneth Ho)
for and on behalf of)
HAITONG INTERNATIONAL SECURITIES)
COMPANY LIMITED)
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for itself and as attorney for and on behalf of)
CHINA SECURITIES (INTERNATIONAL))
CORPORATE FINANCE COMPANY LIMITED)
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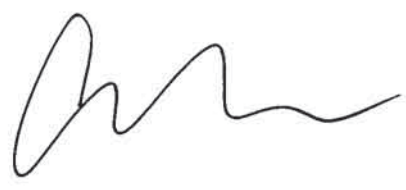
in the presence of:-

Witness' signature: *Mz.*

Witness' name: *Zhang Mengzhen*

SIGNATURE PAGE

SIGNED by Allen Wang)
for and on behalf of)
CLSA LIMITED)
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for itself and as attorney for and on behalf of)
CHINA SECURITIES (INTERNATIONAL))
CORPORATE FINANCE COMPANY LIMITED)
)



in the presence of:-

Witness' signature: 杨昱行


Witness' name: Harry YAU

SIGNATURE PAGE

SIGNED by **Kenneth Ho**)
for and on behalf of)
HAITONG INTERNATIONAL SECURITIES)
COMPANY LIMITED)
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for itself and as attorney for and on behalf of)
each of the other **Joint Bookrunners, Joint**)
Lead Managers, Hong Kong Underwriters)
and CMLs (as defined herein))



in the presence of:-

Witness' signature: 

Witness' name: *Zhang Mengzhen*

SIGNATURE PAGE

SIGNED by **Hang Li**
for and on behalf of
CLSA LIMITED

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for itself and as attorney for and on behalf of
each of the other **Joint Bookrunners, Joint
Lead Managers, Hong Kong Underwriters
and CMI**s (as defined herein)

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in the presence of:-

Witness' signature: 

Witness' name: Di Yi

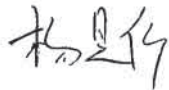
SIGNATURE PAGE

SIGNED by **Allen Wang**)
for and on behalf of)
CLSA LIMITED)

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for itself and as attorney for and on behalf of)
each of the other **Joint Bookrunners, Joint**)
Lead Managers, Hong Kong Underwriters)
and CMLs (as defined herein))



in the presence of:-

Witness' signature: 

Witness' name: **Harry YANG**