

基石投资协议

2024年11月1日

杭州九源基因工程股份有限公司

及

和达金源（香港）有限公司

及

华泰金融控股（香港）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”）由以下订约方于2024年11月1日在杭州市订立。

订约方：

- (1) 杭州九源基因工程股份有限公司，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“本公司”）；
- (2) 和达金源（香港）有限公司，一家在香港注册成立的公司，其注册办事处位于 Unit 08, 15/F Witty Commercial, Building 1A-1L Tung Choi, Street, KL（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，地址为香港中环皇后大道中99号中环中心62楼（“华泰”）；及
- (4) 中信里昂證券有限公司，地址为香港金钟道88号太古广场一座18楼（“中信里昂”）。

叙文：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“香港公开发售”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“国际发售”）。
- (B) 中信里昂作为本基石投资的介绍资本市场中介人。
- (C) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (D) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

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

“会财局”指香港会计及财务汇报局；

“总投资金额”指发售价乘以投资者股份数目之金额；

“批准”具有第6.2(g)条所给予的涵义；

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

“经纪佣金”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“交割”指根据本协议条款和条件认购投资者股份的交割；

“《公司条例》”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“控股股东”具有《上市规则》所赋予的涵义，复数形式的“控股股东”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经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“延迟交付日期”指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第4.3条通知投资者的较晚日期；

就任何相关股份而言，“处置”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或

同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

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

“费用规则”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“FINI”具有《上市规则》所赋予的涵义；

“全球发售”具有叙文(A)所给予的涵义；

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

“本集团”指本公司及其附属公司；

“新上市申请人指南”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“H股”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“港元”指香港的法定货币；

“香港”指中国香港特别行政区；

“香港公开发售”具有叙文(A)所给予的涵义；

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

“国际发售”具有叙文(A)所给予的涵义；

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

“投资者相关信息”具有第6.2(i)条所给予的涵义；

“投资者股份”指在国际发售中可供投资者根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“法律”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“征费”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“上市日期”指H股股份首次于联交所主板上市的日期；

“《上市规则》”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“禁售期”具有第5.1条所给予的涵义；

“发售价”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有叙文(B)所给予的涵义；

“超额配售权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

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

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表1第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**QIB(s)**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(i)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

“**《证券法》**”指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

“**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》**”指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

“**单一最大股东集团**”具有招股章程所定义的含义；

“**独家保荐人**”指公司就全球发售指定的独家保荐人；

“**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》所给予的涵义；

“**美国**”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

(a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；

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

## 2. 投资

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

- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家



保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

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

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

- 2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期（如适用）进行。
- 2.4 本公司及整体协调人（代表他们自身和全球发售包销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

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

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

- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及已作出其他适用豁免、允许和批准，有关批准、允许或豁免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；
- (e) 投资者就本次交易完成已取得的所有必要政府或相关监管机构的批准、许可（如适用）持续有效；
- (f) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有重大方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议；及
- (g) 本公司在本协议下的各项声明、保证、承诺、承认和确认在所有重大方面均属真实、准确和完整且不具误导性或欺骗性，以及本公司未严重违反本协议。

3.2 倘各方于本协议日期后一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同豁免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以豁免，第3.1(f)条所载条件只能由本公司、整体协调人及独家保荐人共同予以豁免，且第3.1(e)和3.1(g)条所载条件只能由投资人予以豁免），投资者认购及本公司、整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）天内退还予投资者（不计付利息，无任何扣减或抵销），而本协议将终止及失效，本公司、整体协调人及/或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内，若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内，则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及/或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何

权利（如有）。

#### 4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或其他的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期（如适用），按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须按上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（“**延迟交付日期**”）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后一日后三（3）个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。

- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及独家保荐人议定、契诺并向其承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者不会并敦促其附属人士不会（不论直接或间接）自（含）上市日期起至（含）上市日期后六（6）个月之日止的期限内（“**禁售期**”）的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表接收以上证券权利的证券，(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见香港《公司收购及合并守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意、订立合约或公开宣布进行以上(i)至(iii)中所述交易的意向，在每种情况下无论以上(i)至(iii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人（在投资者遵守本条(a)、(b)项承诺的前提下，该通知义务并不构成对投资者处置任何投资者股份的限制），并确保(a)该处置不会造成H股的无序或虚假市场，并在其他方面符合所有适用法律；及(b)未经本公司、整体协调人及独家保荐人事先书面同意，投资者不得在明知的情况下与直接或间接从事与本公司业务竞争或可能竞争的业务的人士或与该人士的控股公司或附属公司进行任何此类交易（为免疑义，投资者于联交所公开市场处置投资者股份不受本条第(b)项所限）。
- 5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知，通知中应包含该全资附属公司的身份，以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，并且投资者承诺将敦促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条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。

5.4 投资者均同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人

提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联系人及其实益拥有人均不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。

- 5.5 投资者及其附属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的附属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无其及其的附属人士、联系人、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金。

## 6. 承认、声明、承诺和保证

6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的附属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；

- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及 / 或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸”交易（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (l) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (m) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露，及(iii)将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股股份或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；

- (n) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者及 / 或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (o) 本协议整体或单独不构成在美国或于其中作出出售证券要约属非法的任何其他司法管辖区作出出售证券要约；
- (p) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资股份的所有文件和信息；
- (q) 在作出投资决定时，投资者仅已或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或独家保荐人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人及独家保荐人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人及独家保荐人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；



- (r) 整体协调人、独家保荐人及其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (s) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (t) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和征费；

- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；
- (z) 投资者没有因为，而且投资者、其任何附属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股票交易的限制；及
- (bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将不会得到本公司对有关股份的承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；

- (h) 投资者签立及交付本协议及其履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括但不限于：(i)投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排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为本公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自联属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和/或在任何公开文件或其他公告或文件中披露投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易的任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，于S规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

- (o) 投资者及投资者的实益拥有人及／或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；
- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资。
- (q) 投资者、其实益拥有人及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、董事、高级职员、雇员、代理人或代表均没有接受或订立任何安排或协议，以侧函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章第25至30段所载的规定的行为或活动；
- (w) 除先前已通知整体协调人外，投资者或其实益拥有人均不属于(i)联交所FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者

予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；

- (x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人或全球发售的任何包销商的（直接或间接）融资；
- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议外，投资者或其任何联系人及实益拥有人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者、其实益拥有人和/或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和/或本公司、独家保荐人及整体协调人及其各自附属人士的要求提供和/或被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、整体协调人及／或独家保荐人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。

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

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人

及独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其的全资子公司（该全资子公司将持有相关股份）或其高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股股份享有同等地位；
- (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第4.15章第25至30段所载的规定）的任何协议或安排（包括附函）；及
- (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

6.9 各方在此做出的每一项承认、确认、声明、保证及承诺应被视为为独立的承认、确认、声明、保证及承诺且应被视为在上市日期及延迟交付日期（如适用）将会重申。

## 7. 终止

### 7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： project525@china-gene.com  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 中国浙江省杭州市钱塘区金沙大道833号湖畔中心A座10楼  
邮箱： ludanfeng@hedagroup.com.cn  
收件人： 陆丹凤

若发送至华泰，则发送至：

地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884  
收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼  
邮箱： Project525@clsa.com  
收件人： Healthcare



9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。

10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。

10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及/或批准时应相互配合。

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

10.6 本协议以中文签署。

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

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

10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。

- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且
  - (b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及/或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、整体协调

人及独家保荐人有权撤消本协议，本协议项下各方的所有责任即告终止。

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

## 11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“**香港国际仲裁中心**”）管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## 12. 豁免

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

## 13. 复本

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

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

姓名：傅航

职务：执行董事、董事会主席兼总经理

为及代表:

和达金源(香港)有限公司


Handwritten signature in black ink, appearing to read '陆丹凤'.

姓名: 陆丹凤

职务: 董事

为及代表：

华泰金融控股（香港）有限公司

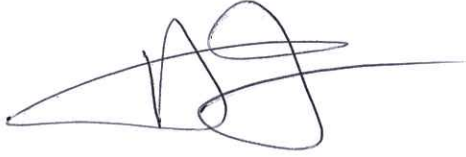


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姓名：王佳玮  
职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

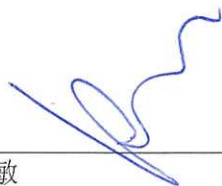
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姓名：李响

职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏

职务：董事



## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于25,000,000美元的港元（按照招股章程披露的港元：美元汇率收盘价计算的港元金额或195,312,500港元孰低者）在扣除投资者将就投资者股份支付的经纪佣金及征费后除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可按比例扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。

## 附表二

### 投资者详情

#### 投资者

注册成立地:	中国香港
注册证书编号:	76774734
商业登记号码:	76774734-000-07-24-8
主要业务:	作为投资持股平台
商业地址、联络电话号码及联络人:	商业地址: Unit 08, 15/F Witty Commercial Building 1A-1L Tung Choi Street KL  联络人: 和达金源（香港）有限公司董事 陆丹凤 (+86-13615819107)
最终控股股东:	杭州钱塘新区管理委员会
最终控股股东的所属地区:	浙江省杭州市钱塘区
最终控股股东的统一社会信用代码:	11330100060968363X
最终控股股东的主要业务:	不适用
股东及持有之权益:	见下述披露
将纳入招股章程中的有关投资者的描述:	

#### 英文版本

Heda Jinyuan (HK) Co., Limited (和達金源（香港）有限公司) (“**Heda HK**”) is a limited company incorporated under the laws of Hong Kong in July 2024 as an investment holding platform. As of the Latest Practicable Date, Heda HK was wholly owned by Hangzhou Heda Jinyuan Equity Investment Fund Partnership Enterprise (Limited Partnership) (杭州和達金源股權投資基金合夥企業（有限合夥）, “**Hangzhou Heda**”), a limited liability partnership established under the laws of the PRC. As of the Latest Practicable Date, Hangzhou Heda was held as to (i) 99.95% by Hangzhou Heda Industry Fund Investment Co., Ltd. (杭州和達產業基金投資有限公司) as its limited partner, and (ii) 0.05% by Hangzhou Heda Investment Management Co., Ltd. (杭州和達投資管理有限公司) as its general and executive partner,

respectively. Both partners of Hangzhou Heda are indirectly controlled by Hangzhou Qiantang New Area Industrial Development Group Co., Ltd. (杭州錢塘新區產業發展集團有限公司), which is owned as to 90% directly by Hangzhou Qiantang New Area Management Committee (杭州錢塘新區管理委員會) and 10% by Zhejiang Provincial Department of Finance (浙江省財政廳) through its wholly-owned entity, respectively. The Company became acquainted with Heda HK through the introduction by one of the Underwriters.

### 中文版本

和达金源（香港）有限公司（“和达香港”）乃于2024年7月根据香港法律注册成立作为投资持股平台的有限公司。截至最后实际可行日期，和达香港由杭州和达金源股权投资基金合伙企业（有限合伙）（“杭州和达”）全资拥有，后者乃根据中国法律成立的有限合伙企业。截至最后实际可行日期，杭州和达由(i)杭州和达产业基金投资有限公司作为有限合伙人持有99.95%；及(ii)杭州和达投资管理有限公司作为普通合伙人兼执行合伙人持有0.05%。杭州和达的两名合伙人均由杭州钱塘新区产业发展集团有限公司间接控制，后者分别由杭州钱塘新区管理委员会直接持股90%及由浙江省财政厅透过其全资拥有实体持股10%。本公司透过一名包销商的介绍认识和达香港。

基石投资协议

2024年11月13日

杭州九源基因工程股份有限公司

及

香港健友实业有限公司

及

华泰金融控股（香港）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”）于2024年11月13日订立

订约方：

- (1) 杭州九源基因工程股份有限公司，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“本公司”）；
- (2) 香港健友实业有限公司，一家在香港注册成立的公司，其注册办事处位于Room 2702, 27/F, OMEGA PLAZA, 32 DUNDAS STREET, MONGKOK KL（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，地址为香港中环皇后大道中99号中环中心62楼（“华泰”）；及
- (4) 中信里昂證券有限公司，地址为香港金钟道88号太古广场一座18楼（“中信里昂”）。

叙文：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“香港公开发售”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“国际发售”）。
- (B) 中信里昂作为本基石投资的介绍资本市场中介人。
- (C) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (D) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词

组和表达具有下述涵义：

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

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(g)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**《公司条例》**”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”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经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**费用规则**”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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



“**本集团**”指本公司及其附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H股**”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规则、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股股份首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表1第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**QIB(s)**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(i)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

“**《证券法》**”指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

“**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》”指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

“单一最大股东集团”具有招股章程所定义的含义；

“独家保荐人”指公司就全球发售指定的独家保荐人；

“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》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
  - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
  - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

- (h) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2 投资

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

- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

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

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任

何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，“投资者”一词在本协议中须解释为包括该全资附属公司。

- 2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。
- 2.4 本公司及整体协调人（代表他们自身和全球发售包销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及其他适用宽免和批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

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

且第3.1(e)条所载条件只能由本公司、整体协调人及独家保荐人共同予以宽免），投资者认购及本公司、整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）天内退还予投资者（不计付利息），而本协议将终止及失效，本公司、整体协调人及 / 或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内，若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内，则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须按上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（“**延迟交付日期**”）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后一日后三（3）个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股

份作出支付。

- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份的支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。
- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份

由该全资附属公司持有)与本公司、整体协调人及独家保荐人议定、契诺并向其承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者不会并敦促其附属人士不会(不论直接或间接)自(含)上市日期起至(含)上市日期后六(6)个月之日止的期限内(“禁售期”)的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使或代表接收以上证券权利的证券,(ii)允许自己在最终实益拥有人层面发生控制权变更(定义见香港《公司收购及合并守则》);(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易;或(iv)同意、订立合约或公开宣布进行以上(i)至(iii)中所述交易的意向,在每种情况下无论以上(i)至(iii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份,则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人,并确保(a)该处置不会造成H股的无序或虚假市场,并在其他方面符合所有适用法律;及(b)未经本公司、整体协调人及独家保荐人事先书面同意,投资者不得与直接或间接从事与本公司业务竞争或可能竞争的业务的的人士或与该人士的控股公司、附属公司或联营公司进行任何此类交易。

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

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知,通知中应包含该全资附属公司的身份,以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据;
- (b) 在进行该转让之前,该全资附属公司给予书面承诺(寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人)同意,且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束,包括本第5条对投资者施加的限制,犹如该全资附属公司自身受该等义务及限制的规限;
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证;
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者,并共同及各别地承担本协议订明的所有法律责任及义务;
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司,则其须(及投资者须敦促该附属公司)立即,及无论如何不再是在投资者的全资附属公司之前,完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司,该其他全资附属公司须或投资者须促使该附属公司发出书面承诺(以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人),表明其同意受投资者在本协议项下的义务约束,并且投资者承诺将敦促该全资附属公



司将受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及投资者须促致其控股股东、联系人及其各自的实益拥有人均不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无其及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺和保证

6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限

内或始终)继续进行或完成,或者发售价将位于公开文件列明的指示区间内,以及若全球发售因故延迟、未继续进行或未完成,或若发售价未位于公开文件列明的指示区间内,前述人士概不会对投资者负有任何法律责任;

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露,而且公开文件及该等其他营销和路演材料及公告会提述投资者,特别是,根据《公司(清盘及杂项条文)条例》和《上市规则》,就全球发售或其他事宜而言,本协议将属重大合约,须在香港监管机构存档及供展示;
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享,并将包含在一份综合配售名单中,该名单将在FINI上向整体协调人披露;
- (d) 发售价将完全根据全球发售的条款和条件厘定,且投资者无权对此提出任何异议;
- (e) 投资者股份将由投资者通过整体协调人及/或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购;
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份;
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章,在国际发售与香港公开发售之间的重新分配H股股份,或联交所可能批准及不时适用于本公司的其他比例影响;
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前,作为国际发售的一部分,本公司、整体协调人及/或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议;
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记,且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份,除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中,或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行,而有关司法管辖区适用法律允许者除外;
- (j) 其明白及同意,仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份;或(ii)依据S规例在美国境外于“离岸”交易(定义见S规例)中转让投资者股份,且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法,及代表投资者股份的任

何股份证书须附有大意如此的备注：

- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (l) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (m) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：
  - (i) 在有关信息因投资者或其任何联属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向各自获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
  - (ii) 尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露，及
  - (iii) 将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股股份或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (n) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
  - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者及 / 或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (o) 本协议整体或单独不构成在美国或于其中作出出售证券要约属非法的任何其他司法管辖区作出出售证券要约；
- (p) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资股份的所有文件和信息；
- (q) 在作出投资决定时，投资者仅已或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或独家保荐人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人及独家保荐人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人及独家保荐人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；
- (r) 整体协调人、独家保荐人及其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (s) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；

- (t) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和费；
- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；
- (z) 投资者没有因为，而且投资者、其任何联属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股

票交易的限制；及

- (bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将不会得到本公司对有关股份的承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及／或独家保荐人向上述机构提供所要求的信息（包括但不限于：**(i)**投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；**(ii)**本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；**(iii)**涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排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为本公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自联属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和／或在任何公开文件或其他公告或文件中披露投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致**(i)**其能评估投资者股份潜在投资的优点及风险；**(ii)**其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；**(iii)**其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及**(iv)**其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易的任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) **(i)**如果其于美国境内认购投资者股份，则为**QIB**；或**(ii)**如果其于美国境外认购投资者股份，于S规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及／或联系人：**(i)**为独立于本公司的第三方；**(ii)**（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人

士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、董事、高级职员、雇员、代理人或代表均没有接受或订立任何安排或协议，以侧函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章所载的规定的行为或活动；
- (w) 除先前已通知整体协调人外，投资者或其实益拥有人均不属于(i)联交所FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则



第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；

- (x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人或全球发售的任何包销商的（直接或间接）融资；
- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议外，投资者或其任何联系人及实益拥有人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的要求提供和／被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、整体协调人及／或独家保荐人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。

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

- 6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人、独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其的全资子公司（该全资子公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
  - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股股份享有同等地位；
  - (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第4.15章所载的规定）的任何协议或安排（包括附函）；及
  - (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股股份的其他投资者相同的权利。

## 7. 终止

### 7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则

（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： [project525@china-gene.com](mailto:project525@china-gene.com)  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 中国江苏省南京市浦口区学府路16号  
邮箱： [li.yue@nkf-pharma.com.cn](mailto:li.yue@nkf-pharma.com.cn); [bian.yaxing@nkf-pharma.com.cn](mailto:bian.yaxing@nkf-pharma.com.cn)  
联系电话： 13585193551  
收件人： 李跃

若发送至华泰，则发送至：

地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884  
收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼  
邮箱： Project525@clsa.com  
收件人： Healthcare

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。
- 10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及/或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

- 10.6 本协议仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：  
(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且  
(b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

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

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

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

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

## **11. 管辖法律和司法管辖权**

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“香港国际仲裁中心”）管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## **12. 豁免**

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判

决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，各投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

### **13. 复本**

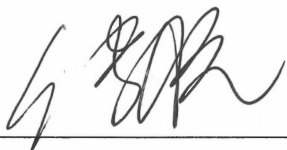
- 13.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。



本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

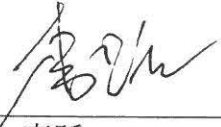
A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

姓名：傅航

职务：执行董事、董事会主席兼总经理

为及代表：

香港健友实业有限公司




---

姓名：李跃

职务：商务总监

为及代表：

华泰金融控股（香港）有限公司

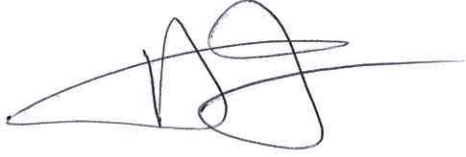


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姓名：王佳玮  
职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

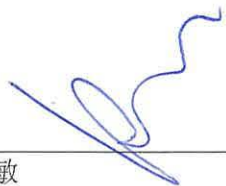
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姓名：李响

职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏  
职务：董事

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于5,000,000美元的港元（按照招股章程披露的港元：美元汇率收盘价计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可*按比例*扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。

## 附表二

### 投资者详情

#### 投资者

注册成立地:	香港
注册证书编号:	1497291
商业登记号码:	52844208-000-08-23-6
主要业务:	投资控股平台
商业地址、联络电话号码及联络人:	地址: Room 2702, 27/F, OMEGA PLAZA, 32 DUNDAS STREET, MONGKOK KL 联络人: 李跃 联络电话: 13585193551
最终控股股东:	南京健友生化制药股份有限公司
最终控股股东的注册地:	中国
最终控股股东的统一社会信用代码:	91320100726054999R
最终控股股东的主要业务:	南京健友是一家以药物研发、生产及销售为主的生物制药集团
股东及持有之权益:	南京健友持有香港健友实业有限公司100%的权益

将纳入招股章程中的有关投资者的描述：

香港健友实业有限公司（「**香港健友**」）为一家于2010年8月根据香港法律注册成立的有限公司，作为投资控股平台。截至最后实际可行日期，香港健友由南京健友生化制药股份有限公司（「**南京健友**」）全资拥有，南京健友为一家于上海证券交易所上市的独立第三方公司（股份代号：603707）。南京健友为一家以药物研发、生产及销售为主的生物制药集团。根据南京健友2023年年报，谢菊华、TANG YONGQUN及丁莹（均为独立第三方）作为一致行动人士合共持有南京健友47.36%股权。江苏省人民政府全资拥有的江苏省沿海开发集团有限公司亦拥有南京健友21.27%股权，而其他股东则各持有少于5%的南京健友股权。截至2021年、2022年及2023年12月31日止年度以及截至2024年4月30日止四个月，南京健友为我们的五大供应商之一。本公司透过一名包销商的介绍认识香港健友。

Hong Kong King-Friend Industrial Company Limited (香港健友實業有限公司) (“**HK King-Friend**”) is a limited company incorporated under the laws of Hong Kong in August 2010 as an investment holding platform. As of the Latest Practicable Date, HK King-Friend is wholly owned by Nanjing King-Friend Biochemical Pharmaceutical Co., Ltd. (南京健友生化製藥股份有限公司) (“**Nanjing King-Friend**”), an independent third-party company listed on the Shanghai Stock Exchange (stock code: 603707). Nanjing King-Friend is a biopharmaceutical group focusing on drug R&D, production and sales. According to the 2023 annual report of Nanjing King-Friend, Xie Juhua (謝菊華), TANG YONGQUN and Ding Ying (丁瑩), who are independent third parties, together acting in concert held 47.36% shareholding in Nanjing King-Friend. It was also owned as to 21.27% by Jiangsu Yanhai Development Group Co., Ltd. (江蘇省沿海開發集團有限公司), which is wholly owned by Jiangsu Provincial People’s Government (江蘇省人民政府), with its other shareholders each holding less than 5% shareholding in Nanjing King-Friend. For the years ended December 31, 2021, 2022 and 2023 and the four months ended April 30, 2024, Nanjing King-Friend was one of our five largest suppliers. The Company became acquainted with HK King-Friend through the introduction by one of the Underwriters.



基石投资协议

2024年11月13日

杭州九源基因工程股份有限公司

及

**Alibaba Health (Hong Kong) Technology Company Limited**

及

华泰金融控股（香港）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”）于2024年11月13日订立

订约方：

- (1) **杭州九源基因工程股份有限公司**，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“**本公司**”）；
- (2) **Alibaba Health (Hong Kong) Technology Company Limited**，一家在香港注册成立的公司，其注册办事处位于26/F., Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong（“**投资者**”）；
- (3) **华泰金融控股（香港）有限公司**，地址为香港中环皇后大道中99号中环中心62楼（“**华泰**”）；及
- (4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一座18楼（“**中信里昂**”）。

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“**香港公开发售**”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) 中信里昂作为本基石投资的介绍资本市场中介人。
- (C) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (D) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词

组和表达具有下述涵义：

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

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(g)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**《公司条例》**”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”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经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**费用规则**”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H股**”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规则、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股股份首次于联交所主板上市日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表1第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**QIB(s)**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(i)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

“**《证券法》**”指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

“**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》”指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

“单一最大股东集团”具有招股章程所定义的含义；

“独家保荐人”指公司就全球发售指定的独家保荐人；

“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》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
  - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
  - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；



- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2 投资

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

- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

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

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任

何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，“投资者”一词在本协议中须解释为包括该全资附属公司。

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

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

### 3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及其他适用宽免和批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

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

且第3.1(e)条所载条件只能由本公司、整体协调人及独家保荐人共同予以宽免），投资者认购及本公司、整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）天内退还予投资者（不计付利息），而本协议将终止及失效，本公司、整体协调人及 / 或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内，若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内，则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利（如有）。

## 4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须按上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（“**延迟交付日期**”）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后一日后三（3）个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股

份作出支付。

- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份的支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。
- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份

由该全资附属公司持有)与本公司、整体协调人及独家保荐人议定、契诺并向其承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者不会并敦促其附属人士不会(不论直接或间接)自(含)上市日期起至(含)上市日期后六(6)个月之日止的期限内(“禁售期”)的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使或代表接收以上证券权利的证券,(ii)允许自己在最终实益拥有人层面发生控制权变更(定义见香港《公司收购及合并守则》);(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易;或(iv)同意、订立合约或公开宣布进行以上(i)至(iii)中所述交易的意向,在每种情况下无论以上(i)至(iii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份,则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人,并确保该处置不会造成H股的无序或虚假市场,并在其他方面符合所有适用法律。

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

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知,通知中应包含该全资附属公司的身份,以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据;
- (b) 在进行该转让之前,该全资附属公司给予书面承诺(寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人)同意,且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束,包括本第5条对投资者施加的限制,犹如该全资附属公司自身受该等义务及限制的规限;
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证;
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者,并共同及各别地承担本协议订明的所有法律责任及义务;
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司,则其须(及投资者须敦促该附属公司)立即,及无论如何不再是在投资者的全资附属公司之前,完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司,该其他全资附属公司须或投资者须促使该附属公司发出书面承诺(以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人),表明其同意受投资者在本协议项下的义务约束,并且投资者承诺将敦促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条所载对投资者施以的限制,及作出根据本协议规定作出的相同承认、确认、承诺、声明及

保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及均须促致其控股股东、联系人及其各自的实益拥有人均不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。
- 5.5 投资者及其附属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的附属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无其及其附属人士、联系人、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的附属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法

律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及 / 或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸”交易（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销

商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

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



得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

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

务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和征费；
- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；
- (z) 投资者没有因为，而且投资者、其任何联属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股票交易的限制；及
- (bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将

不会得到本公司对有关股份的承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当

局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括但不限于：(i)投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益所有人的身份信息和此类掉期安排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为公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自附属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和/或在任何公开文件或其他公告或文件中披露投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，于S规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股

东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、董事、高级职员、雇员、代理人或代表均没有接受或订立任何安排或协议，以侧函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章第25至30段所载的规定的行为或活动；
- (w) 除先前已通知整体协调人外，投资者或其实益拥有人均不属于(i)联交所FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；
- (x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人

或全球发售的任何包销商的（直接或间接）融资；

- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议外，投资者或其任何联系人及实益拥有人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者、其实益拥有人和/或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

- 6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和/或本公司、独家保荐人及整体协调人及其各自附属人士的要求提供和/或被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者及承诺尽快提供有关其、其所有权（包括最终实益所有权）及/或本公司、整体协调人及/或独家保荐人合理要求的其他事宜的进一步的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。
- 6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载保证、承诺、声明、确认及承认。投资者承认，本公司、整体协调人、独家保荐人、包销商及其各自附属公司、代理人、附属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人、独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自附属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就

获弥偿方由于投资者或其的全资子公司（该全资子公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股股份享有同等地位；
- (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第4.15章第25至30段所载的规定）的任何协议或安排（包括附函）；及
- (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，



但投资者已经提前咨询本公司、整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺骗性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人及独家保荐人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令公司能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： project525@china-gene.com  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 北京市朝阳区望京东园四区9号楼-阿里中心. 望京A座  
邮箱： wangzhaowen.wzw@alibaba-inc.com  
收件人： 王兆文

若发送至华泰，则发送至：

地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884  
收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼  
邮箱： Project525@clsa.com  
收件人： Healthcare

9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。
- 10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及/或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

- 10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：  
(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且  
(b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及/或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：  
(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或  
(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、整体协调人及独家保荐人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

## **11. 管辖法律和司法管辖权**

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“**香港国际仲裁中心**”）管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## **12. 豁免**

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

## **13. 复本**

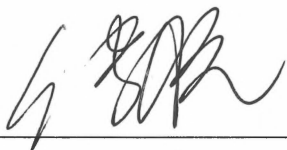
- 13.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或

传真递送的本协议已签立复本的签署页是有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

姓名：傅航

职务：执行董事、董事会主席兼总经理

为及代表:

Alibaba Health (Hong Kong) Technology Company Limited




邓燕

姓名: 邓燕 (DENG YAN)

职务: 董事 (Director)

为及代表：

华泰金融控股（香港）有限公司



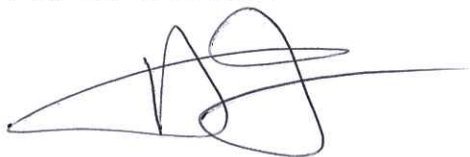
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姓名：王佳玮  
职务：董事总经理



为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

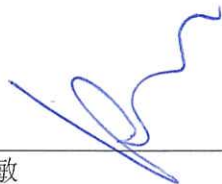
---

姓名：李响

职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏  
职务：董事

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于3,000,000美元的港元（按照招股章程披露的港元：美元汇率收盘价计算）在扣除投资者将就投资者股份支付的经纪佣金及征费后除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可*按比例*扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。

## 附表二

### 投资者详情

#### 投资者

注册成立地:	中国香港特别行政区
商业登记号码:	20602246
主要业务:	Investment Holding
商业地址、联络电话号码及联络人:	北京市朝阳区望京东园四区9号楼-阿里中心.望京A座 王兆文 15021989216
最终控股股东:	Alibaba Health Information Technology Limited
最终控股股东的注册地:	Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda
最终控股股东的主要业务:	医药自营业务、医药电商平台业务、医疗健康及数字化服务业务。
股东及持有之权益:	全资持有

将纳入招股章程中的有关投资者的描述:

中文版:

### 阿里健康香港

Alibaba Health (Hong Kong) Technology Company Limited (“**阿里健康香港**”) 是一家根据香港法律成立的有限公司，作为投资控股平台。截至最后实际可行日期，阿里健康香港由阿里健康信息技术有限公司 (“**阿里健康**”) 间接全资拥有，而阿里健康是一家在联交所上市的独立第三方公司（股票代码：0241）。

阿里健康是阿里巴巴集团控股有限公司 (“**阿里巴巴集团**”) 整合线上线下医药和健康行业资源，提供一站式医疗解决方案的旗舰平台。根据其2024财务年度报告，阿里健康由阿里巴巴集团持有63.83%。依托领先的数字技术和数字运营能力，阿里健康以“云基建”为基础，“云药房”为核心、“云医院”为引擎，为亿万家庭提供普惠便捷、高效安全的医疗健康服务。阿里健康的主营业务包括医药自营业务、医药电商平台业务、医疗健康及数字化服务业务。本公司透过一名包销商的介绍认识阿里健康香港。

英文版:

### Alibaba Health HK

Alibaba Health (Hong Kong) Technology Company Limited (“**Alibaba Health HK**”) is a limited company incorporated under the laws of Hong Kong as an investment holding platform. As of the Latest Practicable Date, Alibaba Health HK is indirectly wholly owned by Alibaba Health Information Technology Limited (“**Alibaba Health**”), an independent third-party company listed on the Stock Exchange (stock code: 0241).

Alibaba Health is the flagship platform of Alibaba Group Holding Limited (“**Alibaba Group**”) for integrated online and offline medical and healthcare resources, providing one-stop healthcare solutions. According to its 2024 annual report, Alibaba Health is owned as to 63.83% by Alibaba Group. With a “cloud-based infrastructure” as the foundation, the “cloud-based pharmacy” as the core, and the “cloud-based hospital” as the engine, Alibaba Health leverages its leading digital technology and operation capabilities to provide affordable, convenient, efficient and reliable medical and healthcare services to hundreds of millions of families. Alibaba Health is primarily engaged in the pharmaceutical direct sales business, pharmaceutical e-commerce platform business and healthcare and digital services business. The Company became acquainted with Alibaba Health HK through the introduction by one of the Underwriters.

基石投资协议

2024年11月14日

杭州九源基因工程股份有限公司

及

复星实业（香港）有限公司

及

华泰金融控股（香港）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”）于2024年11月14日订立

订约方：

- (1) 杭州九源基因工程股份有限公司，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“本公司”）；
- (2) 复星实业（香港）有限公司，一家在中国香港注册成立的公司，其注册办事处位于5/F, MANULIFE PLACE 348 KWUN TONG ROAD, KLN HONG KONG（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，地址为香港中环皇后大道中99号中环中心62楼（“华泰”）；及
- (4) 中信里昂證券有限公司，地址为香港金钟道88号太古广场一座18楼（“中信里昂”）。

叙文：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“香港公开发售”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“国际发售”）。
- (B) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：



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

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(g)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**《公司条例》**”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”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经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**费用规则**”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则。

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H股**”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规则、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股股份首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有叙文(B)所给予的涵义；

“超额配售权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

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

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表1第1部分所给予的涵义；

“自营投资基准”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“招股章程”指本公司就香港公开发售拟在香港发出的最终招股章程；

“公开文件”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“QIB(s)”具有叙文(A)所给予的涵义；

“S规例”指《证券法》下的S规例；

“监管机构”具有第6.2(i)条所给予的涵义；

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

“人民币”指中国的法定货币人民币；

“《证券法》”指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

“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》”指经不时修订、补充或另行修改的《证券及期货条例》

（香港法例第571章）；

“**单一最大股东集团**” 具有招股章程所定义的含义；

“**独家保荐人**” 指公司就全球发售指定的独家保荐人；

“**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》所给予的涵义；

“**美国**” 指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“**美元**” 指美国的法定货币；及

“**美国人士**” 具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
  - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
  - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有

独立法人资格)；

- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

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

- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其附属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

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

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措

施。除非文意另有所指，“投资者”一词在本协议中须解释为包括该全资附属公司。

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

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

### 3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及其他适用宽免和批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

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

投资者认购及本公司、整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）天内退还予投资者（不计付利息），而本协议将终止及失效，本公司、整体协调人及 / 或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内，若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内，则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须按上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（“**延迟交付日期**”）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后一日后三（3）个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。



- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。
- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%。
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及独家保荐人议定、契诺并向

其承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者不会并敦促其附属人士不会（不论直接或间接）自（含）上市日期起至（含）上市日期后六（6）个月之日止的期限内（“禁售期”）的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表接收以上证券权利的证券，(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见香港《公司收购及合并守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iv)同意、订立合约或公开宣布进行以上(i)至(iii)中所述交易的意向，在每种情况下无论以上(i)至(iii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人，并确保(a)该处置不会造成H股的无序或虚假市场，并在其他方面符合所有适用法律；及(b)未经本公司、整体协调人及独家保荐人事先书面同意，投资者不得与直接或间接从事与本公司业务竞争或可能竞争的业务的人士或与该人士的控股公司、附属公司或联营公司进行任何此类交易。

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

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知，通知中应包含该全资附属公司的身份，以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何不再是在投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，并且投资者承诺将敦促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条所载对投资者施以

的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

5.3 投资者均同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。

5.4 投资者均同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得及须促致其控股股东、联系人及其各自的实益拥有人均不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。

5.5 投资者及联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无其及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺和保证

6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区

间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及 / 或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸”交易（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (l) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (m) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：*(i)*在有关信息因投资者或其任何联属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；*(ii)*尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露，及*(iii)*将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股股份或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (n) 以保密基准提供予投资者代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者代表提供（不

论书面或口头)或供应的任何其他材料可能在订立本协议后进一步予以修订,及投资者在决定是否投资投资者股份时不得加以依赖,及投资者在此同意相关修订(如有)及放弃与修订有关的权利(如有);

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

- (t) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和征费；
- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；
- (z) 投资者没有因为，而且投资者、其任何联属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股票交易的限制；及

- (bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将不会得到本公司对有关股份的承认。

## 6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经各投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；



- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括但不限于：**(i)**投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；**(ii)**本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；**(iii)**涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益所有人的身份信息和此类掉期安排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为本公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自联属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和/或在任何公开文件或其他公告或文件中披露投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致**(i)**其能评估投资者股份潜在投资的优点及风险；**(ii)**其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；**(iii)**其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及**(iv)**其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易的任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) **(i)**如果其于美国境内认购投资者股份，则为**QIB**；或**(ii)**如果其于美国境外认购投资者股份，于S规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及 / 或联系人：**(i)**为独立于本公司的第三方；**(ii)**（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该

等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、董事、高级职员、雇员、代理人或代表均没有接受或订立任何安排或协议，以附函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章所载的规定的行为或活动；
- (w) 除先前已通知整体协调人外，投资者或其实益拥有人均不属于(i)联交所FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；

- (x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人或全球发售的任何包销商的（直接或间接）融资；
- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议外，投资者或其任何联系人及实益拥有人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的要求提供和／或要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、整体协调人及／或独家保荐人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。

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

- 6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人、独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其的全资子公司（该全资子公司将持有相关股份）或其高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
  - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股股份享有同等地位；
  - (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第4.15章所载的规定）的任何协议或安排（包括附函）；及
  - (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股股份的其他投资者相同的权利。

## 7. 终止

### 7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议

作为重大合约递交给香港公司注册处以作登记及供展示) 或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： project525@china-gene.com  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 上海市徐汇区宜山路1289号A幢  
邮箱： pengxi@fosunpharma.com  
收件人： 彭玺

若发送至华泰，则发送至：

地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884

收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼

邮箱： Project525@clsa.com

收件人： Healthcare

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。
- 10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及/或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议仅以中文签署。

- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：  
(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且  
(b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：  
(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；  
或



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

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

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

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

## 11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“香港国际仲裁中心”）管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## 12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产

或收入归于任何此类豁免（无论是否提出申请）之情况，各投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

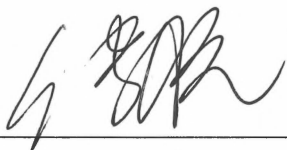
### **13. 复本**

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

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

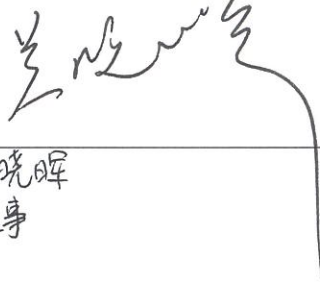
A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

姓名：傅航

职务：执行董事、董事会主席兼总经理

为及代表：

复星实业（香港）有限公司


A handwritten signature in black ink, appearing to be '关晓辉' (Guan Xiaohui), written in a cursive style. The signature is positioned above a horizontal line that extends across the page.

姓名：关晓辉

职务：董事

为及代表：

华泰金融控股（香港）有限公司

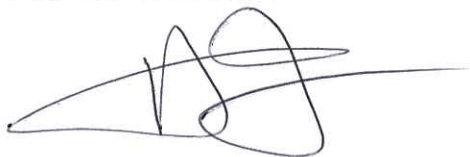


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姓名：王佳玮  
职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

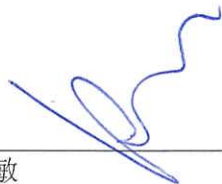
---

姓名：李响

职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏  
职务：董事

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于500万港元的港元（按照招股章程披露的港元：美元汇率收盘价计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可**按比例**扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。



## 附表二

### 投资者详情

#### 投资者

注册成立地:	中国香港
注册证书编号:	923961
商业登记号码:	35018424
主要业务:	对外投资、中西药物、诊断试剂、医药器械产品的销售和咨询服务, 以及相关进出口业务
商业地址、联络电话号码及联络人:	商业地址: 5/F, MANULIFE PLACE 348 KWUN TONG ROAD, KLN HONG KONG 电话号码: +86-18017872870 联络人: 彭玺
最终控股股东:	上海复星医药(集团)股份有限公司
最终控股股东的注册地:	上海市普陀区曹杨路510号9楼
最终控股股东的商业登记号码:	913100001330605412
最终控股股东的主要业务:	直接运营的业务包括制药、医疗器械、医学诊断、医疗健康服务, 并通过参股国药控股覆盖到医药商业领域。
股东及持有之权益:	上海复星医药(集团)股份有限公司持有100%的股份

将纳入招股章程中的有关投资者的描述：

英文版：

中文版：

## **Fosun Industrial**

Fosun Industrial Co., Limited (“**Fosun Industrial**”), a limited company incorporated under the laws of Hong Kong in September 2004, is primarily engaged in external investment, the sales and consulting services of Chinese and Western pharmaceuticals, diagnostic reagents and medical devices and related import and export business. Fosun Industrial is a wholly-owned subsidiary of Shanghai Fosun Pharmaceutical (Group) Co., Ltd. (上海復星醫藥(集團)股份有限公司) (“**Fosun Pharma**”). Fosun Pharma is an independent third-party company listed on the Shanghai Stock Exchange (stock code: 600196) and the Stock Exchange (stock code: 2196). Fosun Pharma is a global innovation-driven pharmaceutical and healthcare industry group rooted in China, which directly operates businesses including pharmaceuticals, medical devices, medical diagnosis and healthcare services, and expands into the pharmaceutical distribution and retail business through investment in Sinopharm Group Co., Ltd. (國藥控股股份有限公司).

## **复星实业**

复星实业(香港)有限公司(“**复星实业**”)为一家于2004年9月根据香港法律注册成立的有限公司,主要从事对外投资、中西药物、诊断试剂、医药器械产品的销售和咨询服务以及相关进出口业务。复星实业是上海复星医药(集团)股份有限公司(“**复星医药**”)的全资附属公司。复星医药为一家于上海证券交易所上市(股份代号:600196)和联交所上市(股份代号:2196)的独立第三方公司。复星医药是一家植根中国、创新驱动的全球化医药健康产业集团,直接运营的业务包括制药、医疗器械、医学诊断、医疗健康服务,并通过投资国药控股股份有限公司覆盖到医药分销和零售业务。

基石投资协议

2024年11月14日

杭州九源基因工程股份有限公司

及

**Jointown International Group Company Limited**

及

华泰金融控股（香港）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”）于2024年11月14日订立

订约方：

- (1) **杭州九源基因工程股份有限公司**，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“**本公司**”）；
- (2) **Jointown International Group Company Limited**，一家在英属维尔京群岛注册成立的有限公司，其注册办事处位于Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（“**投资者**”）；
- (3) **华泰金融控股（香港）有限公司**，地址为香港中环皇后大道中99号中环中心62楼（“**华泰**”）；及
- (4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一座18楼（“**中信里昂**”）。

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“**香港公开发售**”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) 中信里昂作为本基石投资的介绍资本市场中介人。
- (C) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (D) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

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

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**会财局**”指香港会计及财务汇报局；

“**批准**”具有第6.2(g)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**《公司条例》**”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”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经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**费用规则**”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则。

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H股**”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规则、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股股份首次于联交所主板上市日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括



经纪佣金和征费)；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表1第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**QIB(s)**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(i)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

“**《证券法》**”指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

“**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》”指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

“单一最大股东集团”具有招股章程所定义的含义；

“独家保荐人”指公司就全球发售指定的独家保荐人；

“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》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
  - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
  - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组

织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；

- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

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

(a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

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

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

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本

公司、整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，“投资者”一词在本协议中须解释为包括该全资附属公司。

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

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

### 3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及其他适用宽免和批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

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

投资者认购及本公司、整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）天内退还予投资者（不计付利息），而本协议将终止及失效，本公司、整体协调人及 / 或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内，若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内，则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

- 4.1 受第3条及第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须按上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（“**延迟交付日期**”）向投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两（2）个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后一日后三（3）个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。

- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份的支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。
- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定，于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份

由该全资附属公司持有)与本公司、整体协调人及独家保荐人议定、契诺并向其承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者不会并敦促其附属人士不会(不论直接或间接)自(含)上市日期起至(含)上市日期后六(6)个月之日止的期限内(“禁售期”)的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使或代表接收以上证券权利的证券,(ii)允许自己在最终实益拥有人层面发生控制权变更(定义见香港《公司收购及合并守则》);(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易;或(iv)同意、订立合约或公开宣布进行以上(i)至(iii)中所述交易的意向,在每种情况下无论以上(i)至(iii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份,则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人,并确保(a)该处置不会造成H股的无序或虚假市场,并在其他方面符合所有适用法律;及(b)未经本公司、整体协调人及独家保荐人事先书面同意,投资者不得与直接或间接从事与本公司业务竞争或可能竞争的业务的的人士或与该人士的控股公司、附属公司或联营公司进行任何此类交易。

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

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知,通知中应包含该全资附属公司的身份,以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据;
- (b) 在进行该转让之前,该全资附属公司给予书面承诺(寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人)同意,且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束,包括本第5条对投资者施加的限制,犹如该全资附属公司自身受该等义务及限制的规限;
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证;
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者,并共同及各别地承担本协议订明的所有法律责任及义务;
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司,则其须(及投资者须敦促该附属公司)立即,及无论如何不再是在投资者的全资附属公司之前,完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司,该其他全资附属公司须或投资者须促使该附属公司发出书面承诺(以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人),表明其同意受投资者在本协议项下的义务约束,并且投资者承诺将敦促该全资附属公

司将受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。

5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联系人及其各自的实益拥有人均不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。

5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无其及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺和保证

6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区



间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及 / 或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸”交易（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；

- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (l) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (m) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：*(i)*在有关信息因投资者或其任何联属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；*(ii)*尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露，及*(iii)*将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股股份或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (n) 以保密基准提供予投资者及其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i)* 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii)* 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
- (iii)* 初步发售通函草案或招股章程草案或可能向投资者及 / 或其代表

提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

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

- (t) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和征费；
- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；
- (z) 投资者没有因为，而且投资者、其任何联属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股票交易的限制；及

(bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将不会得到本公司对有关股份的承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有管辖权的任何有关政府的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，

包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括但不限于(i)投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排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为本公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自联属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和/或在任何公开文件或其他公告或文件中披露投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易的任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，于S规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii)

具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、董事、高级职员、雇员、代理人或代表均没有接受或订立任何安排或协议，以附函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章所载的规定的行为或活动；
- (w) 除先前已通知整体协调人外，投资者或其实益拥有人均不属于(i)联交所FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；

- (x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人或全球发售的任何包销商的（直接或间接）融资；
- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议外，投资者或其任何联系人及实益拥有人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者、其实益拥有人和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、独家保荐人及整体协调人及其各自附属人士的要求提供和／或被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、整体协调人及／或独家保荐人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。

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

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人、独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自附属人



士)、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表(统称“获弥偿方”)就获弥偿方由于投资者或其的全资子公司(该全资子公司将持有相关股份)或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式(包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为)所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿,以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿,并保障其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条(视情况而定)作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺,及须被视为于上市日期及延迟交付日期(如适用)重申。

6.7 本公司声明、保证及承诺:

- (a) 其依据中国法律妥为注册成立及有效存续;
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力,及已就此采取所有必要行动;
- (c) 在第5.1条所载全额付款及禁售期的规限下,投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利,及须与当时已发行及将于联交所上市的H股股份享有同等地位;
- (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表订立不符合《上市规则》(包括新上市申请人指南第4.15章所载的规定)的任何协议或安排(包括附函);及
- (e) 除本协议规定的外,本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： project525@china-gene.com  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 香港中环德辅道中121号远东发展大厦八楼 804室  
邮箱： wenhaiyan@ehaoyao.com  
传真： 010-60219999  
收件人： 温海燕

若发送至华泰，则发送至：

地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884  
收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼  
邮箱： Project525@clsa.com  
收件人： Healthcare

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。
- 10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且
  - (b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知，但应及时向本公司及投资者发出该等通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协

议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、整体协调人及独家保荐人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

## **11. 管辖法律和司法管辖权**

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“**香港国际仲裁中心**”）管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## **12. 豁免**

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

## **13. 法律程序文件代理**

- 13.1 投资者不可撤销地委任在香港的黄粤海（Tina Wong），通讯地址为香港中环德辅道中121号远东发展大厦八楼 804室，为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且被投资者是否收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、整体协调人及独家保荐人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的30天内向本公司、整体协调人及独家保荐人发送其接受委任文件的副本。

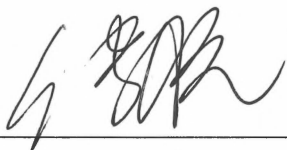
#### **14. 复本**

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

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

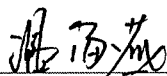
姓名：傅航

职务：执行董事、董事会主席兼总经理



为及代表:

**Jointown International Group Company Limited**




姓名: 温海燕

职务: Chief Financial Officer (首席财务官)

为及代表：

华泰金融控股（香港）有限公司

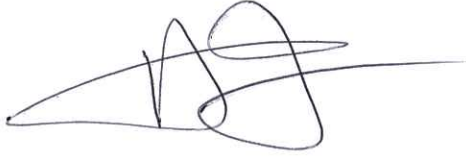


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姓名：王佳玮  
职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

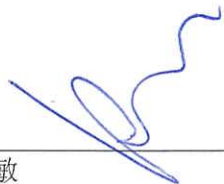
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姓名：李响

职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏

职务：董事

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)3,000,000美元的港元（按照招股章程披露的港元：美元汇率收盘价计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可*按比例*扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。

## 附表二

### 投资者详情

#### 投资者

注册成立地：	英属维尔京群岛
注册证书编号：	2033629
商业登记号码：	不适用
主要业务：	投资
最终控股股东：	九州通医药集团股份有限公司
最终控股股东的注册地：	湖北省武汉市汉阳区龙阳大道特8号
最终控股股东的商业登记号码：	不适用
最终控股股东的主要业务：	九州通为科技驱动型的全链医药行业综合服务商，公司的主营业务涵盖医药流通、医药CSO、医药工业、医药新零售等业态，包括数字化医药分销与供应链业务、总代品牌推广业务、医药工业自产及OEM业务、新零售与万店加盟业务（C端）、医疗健康（C端）与技术增值服务、数字物流与供应链解决方案六大方面。
股东及持有之权益：	九州通医药集团股份有限公司全资持有本公司

将纳入招股章程中的有关投资者的描述:

中文版

英文版

### **Jointown International**

Jointown International Group Company Limited (「**Jointown International**」) 是一家根據英屬維爾京群島法律註冊成立的有限責任公司，其主要業務為投資管理。Jointown International是九州通醫藥集團股份有限公司的全資附屬公司，九州通醫藥集團股份有限公司是一家在上海證券交易所上市的公司（證券代碼：600998），主要從事藥物及醫療設備的批發及零售。Jointown International的最終實益擁有人為本公司的獨立第三方。

### **Jointown International**

Jointown International Group Company Limited (“**Jointown International**”) is a limited liability company incorporated under the laws of the British Virgin Islands and its principal business is investment management. Jointown International is a wholly owned subsidiary of Jointown Pharmaceutical Group Co., Ltd. (九州通醫藥集團股份有限公司), a company listed on the Shanghai Stock Exchange (stock code: 600998) which is principally engaged in wholesaling and retailing of pharmaceuticals and medical equipment. The ultimate beneficial owners of Jointown International are independent third parties of the Company.

基石投资协议

2024年11月14日

杭州九源基因工程股份有限公司

及

吴启元

及

华泰金融控股（香港）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”）于2024年11月14日订立

订约方：

- (1) 杭州九源基因工程股份有限公司，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“本公司”）；
- (2) 吴启元，中华人民共和国居民（身份证号为：330103194411301334），地址为杭州市西湖区兰桂花园别墅B1幢（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，地址为香港中环皇后大道中99号中环中心62楼（“华泰”）；及
- (4) 中信里昂證券有限公司，地址为香港金钟道88号太古广场一座18楼（“中信里昂”）。

叙文：

- (A) 本公司已申请通过全球发售（“全球发售”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“香港公开发售”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“国际发售”）。
- (B) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，通过合格境内机构投资者（定义见下文）于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

“联属人士”，除非文意另有所指，就特定个人或实体而言，指通过一个或多个

个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“会财局”指香港会计及财务汇报局；

“总投资金额”指发售价乘以投资者股份数目之金额；

“批准”具有第6.2(g)条所给予的涵义；

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

“经纪佣金”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“交割”指根据本协议条款和条件认购投资者股份的交割；

“《公司条例》”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“控股股东”具有《上市规则》所赋予的涵义，复数形式的“控股股东”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经不时修订、补充或另行修改的

《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**费用规则**”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；

“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H股**”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者（通过合格境内机构投资者）根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规则、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股股份首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配售权**”具有国际发售通函所给予的涵义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“**专业投资者**”具有《证券及期货条例》附表1第1部分所给予的涵义；

“**自营投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**合格境内机构投资者**”指中国的合资格境内机构投资者，其由中国证券监督管理委员会颁发许可，以投资于国外证券市场，而投资者可以通过它购买投资者股份；

“**QIB(s)**”具有叙文(A)所给予的涵义；

“**S规例**”指《证券法》下的S规例；

“**监管机构**”具有第6.2(i)条所给予的涵义；

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

“**人民币**”指中国的法定货币人民币；

“**《证券法》**”指《1933年美国证券法》（经不时修订、补充或以其他方式修

改，以及据此颁布的规则和条例）；

“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》”指经不时修订、补充或另行修改的《证券及期货条例》（香港法例第571章）；

“单一最大股东集团”具有招股章程所定义的含义；

“独家保荐人”指公司就全球发售指定的独家保荐人；

“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》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
  - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
  - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；

- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

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

- (a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其联属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将通过合格境内机构投资者按发售价认购，本公司将按发售价向合格境内机构投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条通过合格境内机构投资者就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司或一家合格境内机构投资者认购投资者股份，而该全资附属公司或合格境内机构投资者为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司或该合格境内机构投资者受约束于、给予、作出及履行投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司或该合格境内机构投资者作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及独家保荐人保证该全资附属公司或该合格境内机构投资者将妥当和准时履行和遵守其在



本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

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

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

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

### 3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及其他适用宽免和批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及

(e) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

3.2 倘各方于本协议日期后一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人可能书面约定的其他日期）当日或之前未能履行或共同宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及独家保荐人共同予以宽免），投资者认购及本公司、整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排他人发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快，且在任何情况下都不迟于本协议终止之日起的三十（30）天内退还予合格境内机构投资者（不计付利息），而本协议将终止及失效，本公司、整体协调人及 / 或独家保荐人承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内，若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内，则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成，或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利（如有）。

## 4. 交割

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

4.2 无论投资者股份的交付时间和方式如何，投资者须或须促使合格境内机构投资者按上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一（1）个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者及 / 或合格境内机构投资者根据本协议应付的总金额。

- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期（“**延迟交付日期**”）向投资者或合格境内机构投资者交付全部或任何部分投资者股份，整体协调人须(i)于上市日期之前不迟于两（2）个营业日书面告知投资者及合格境内机构投资者将会延迟交付的投资者股份数目；及(ii)于实际延迟交付日期之前不迟于两（2）个营业日书面告知投资者延迟交付日期，但延迟交付日期不得迟于可以行使超额配售权的最后一日后三（3）个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者或合格境内机构投资者，投资者仍须或须促使合格境内机构投资者按第4.2条所载就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者或合格境内机构投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者或合格境内机构投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。
- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公

共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司或该合格境内机构投资者（倘若投资者股份由该全资附属公司或合格境内机构投资者持有）与本公司、整体协调人及独家保荐人议定、契诺并向其承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者不会并敦促其附属人士不会（不论直接或间接）自（含）上市日期起至（含）上市日期后六（6）个月之日止的期限内（“**禁售期**”）的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表接收以上证券权利的证券；(ii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；或(iii)同意、订立合约或公开宣布进行以上(i)和(ii)中所述交易的意向，在每种情况下无论以上(i)和(ii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人，并确保(a)该处置不会造成H股的无序或虚假市场，并在其他方面符合所有适用法律；及(b)未经本公司、整体协调人及独家保荐人事先书面同意，投资者不得与直接或间接从事与本公司业务竞争或可能竞争的业务的的人士或与该人士的控股公司、附属公司或联营公司进行任何此类交易。

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

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知，通知中应包含该全资附属公司的身份，以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的

投资者，并共同及各别地承担本协议订明的所有法律责任及义务；

- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，并且投资者承诺将敦促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条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得且须促使其联系人不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。
- 5.5 投资者及其联属人士、联系人、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。投资者进一步确认及承诺概无其及其联属人士、联系人、代理人或代表已经或将要订立该等安排或协议。

## 6. 承认、声明、承诺和保证

### 6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及 / 或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定

规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；

- (j) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸”交易（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；
- (l) 除非第5.2条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (m) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：
  - (i)在有关信息因投资者或其任何联属人士、附属公司、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
  - (ii)尽力确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）除以严格按需知情基准向其他获授权接收人披露外，不得向其他人士披露，及(iii)将确保其获授权接收人（按照本第6.1(m)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易H股股份或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）；
- (n) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
  - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及

招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者及 / 或其代表提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (o) 本协议整体或单独不构成在美国或于其中作出出售证券要约属非法的任何其他司法管辖区作出出售证券要约；
- (p) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资股份的所有文件和信息；
- (q) 在作出投资决定时，投资者仅已或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或独家保荐人（包括其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人及独家保荐人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人及独家保荐人及其各自董事、监事、高级人员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其顾问、代理人、代表、联系人、合伙人及联属人士负有任何法律责任；
- (r) 整体协调人、独家保荐人及其他包销商及其各自董事、高级人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非国际发售通函作出规定，否则本公司及其董事、监事、高级人员、雇员、附属公司、代理人、联



系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (s) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (t) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和征费；
- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；

- (z) 投资者没有因为，而且投资者、其任何附属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股票交易的限制；及
- (bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将不会得到本公司对有关股份的承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；

- (h) 投资者签订及交付本协议，及其履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律；或(ii)对投资者具有约束力的任何协议或其他文书；或(iii)对投资者具有管辖权的任何有关政府的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括但不限于：(i)投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益所有人的身份信息和此类掉期安排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为本公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自附属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和/或在任何公开文件或其他公告或文件中披露投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易的任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) (i)如果其于美国境内认购投资者股份，则为**QIB**；或(ii)如果其于美国境外认购投资者股份，于**S**规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投

投资者股份；

- (o) 投资者及／或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者成为本公司的关连人士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii) 具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；
- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、代理人或代表均没有接受或订立任何安排或协议，以侧函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章第25至30段所载的规定的行为或活动；

- (w) 除先前已通知整体协调人外，投资者不属于(i)联交所 FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；
- (x) 投资者及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人或全球发售的任何包销商的（直接或间接）融资；
- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议（包括与合格境内机构投资者的协议）外，投资者或其任何联系人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者和／或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和／或本公司、独家保荐人及整体协调人及其各自附属人士的要求提供和／或被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其及／或本公司、整体协调人及／或独家保荐人合理要求的其他事宜的进一步的信息及／或证明文件，以确保其遵守适用法律及／或公司或证券登记规定及／或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。

6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载保证、承诺、声明、确认及承认。投资者承认，本公司、整体协调人、独家保荐人、包销商及其各自附属公司、代理人、附属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，

并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

- 6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人、独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自附属人士）、《证券法》所指控制其的任何人士及其各自的高级人员、董事、监事、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其的全资子公司（该全资子公司将持有相关股份）或其高级人员、董事、监事、雇员、职员、附属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者各自于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
  - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股股份享有同等地位；
  - (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自附属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其附属人士、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第4.15章第25至30段所载的规定）的任何协议或安排（包括附函）；及
  - (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何附属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及

(c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、整体协调人及独家保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。各投资者须与本公司、整体协调人及独家保荐人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺骗性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人及独家保荐人可合理要求的有关其、其背景资料、其与本公司的关系及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令公司能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： project525@china-gene.com  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 杭州富阳金都富春山居翰风居59号  
邮箱： dhhelen@hotmail.com  
收件人： 丁禾

若发送至华泰，则发送至：



地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884  
收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼  
邮箱： Project525@clsa.com  
收件人： Healthcare

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。
- 10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及/或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。

- 10.6 本协议仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：  
(a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且  
(b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

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

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

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

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

## **11. 管辖法律和司法管辖权**

11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“香港国际仲裁中心”）管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤消由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## **12. 豁免**

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判

决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃与任何此类法律程序相关的任何此类豁免并同意不以其为理由进行申辩或申索。

### **13. 法律程序文件代理**

- 13.1 投资者不可撤销地委任在香港湾仔菲林明道8号大同大厦705领略咨询有限公司的谭锋颖为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且被投资者是否收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、整体协调人及独家保荐人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的30天内向本公司、整体协调人及独家保荐人发送其接受委任文件的副本。

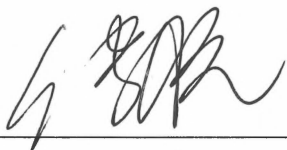
### **14. 复本**

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

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

姓名：傅航

职务：执行董事、董事会主席兼总经理


A handwritten signature in black ink, appearing to be '吴启元' (Wu Qiyuan), written in a cursive style.

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姓名：吴启元

为及代表：

华泰金融控股（香港）有限公司

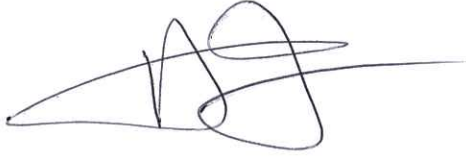


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姓名：王佳玮  
职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

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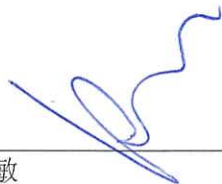
姓名：李响

职务：董事总经理



为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏

职务：董事

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于20,000,000元人民币的港元（按照投资者换汇汇率计算）在扣除投资者将就投资者股份支付的经纪佣金及征费后除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可*按比例*扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。

## 附表二

### 投资者详情

#### 投资者

投资者姓名:	吴启元
国籍:	中华人民共和国
护照/身份证号码:	330103194411301334
将纳入招股章程中的有关投资者的描述:	吴启元先生，现有股东及个人基石投资者，拥有超过25年的酒店管理经验。他是君亭酒店集团股份有限公司（深交所上市公司，股票代码：301073）的创始人。

基石投资协议

2024年11月14日

杭州九源基因工程股份有限公司

及

**Delta Capital Hong Kong Limited**

及

华泰金融控股（香港）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”）于2024年11月14日订立

订约方：

- (1) **杭州九源基因工程股份有限公司**，一家依据中国法律注册成立的股份有限公司，其注册办事处位于中国浙江省杭州市钱塘区白杨街道8号大街23号（“**本公司**”）；
- (2) **Delta Capital Hong Kong Limited**，一家在香港注册成立的公司，其注册办事处位于Unit 417 4th Floor, Lippo Centre Tower Two, No. 89 Queensway Admiralty, HK（“**投资者**”）；
- (3) **华泰金融控股（香港）有限公司**，地址为香港中环皇后大道中99号中环中心62楼（“**华泰**”）；及
- (4) **中信里昂證券有限公司**，地址为香港金钟道88号太古广场一座18楼（“**中信里昂**”）。

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其H股股份（定义见下文）于联交所主板（定义见下文）上市，有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购H股股份（如招股章程（定义见下文）所述，可予重新分配）（“**香港公开发售**”）；及
  - (ii) 根据S规例在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的H股股份（如招股章程所述，可予重新分配且视乎超额配售权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) 华泰担任全球发售的独家保荐人，华泰及中信里昂担任全球发售的整体协调人。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

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

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(g)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第7(1)段规定以总投资金额的1.0%计算的经纪佣金；

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

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**《公司条例》**”指经不时修订、补充或另行修改的《公司条例》（香港法例第622章）；

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

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

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”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经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

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

就任何相关股份而言，“**处置**”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)至(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)至(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**费用规则**”指在联交所网站上「费用规则」一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

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

“**本集团**”指本公司及其附属公司；



“**新上市申请人指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H股**”指本公司股本中每股面值人民币1.00元，并在联交所主板上市及交易的普通股；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

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

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的H股股份数目，其根据附表一的规定进行计算，并由本公司和整体协调厘定；

“**法律**”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、香港证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指总投资金额0.0027%的香港证监会交易征费（或上市当日的交易征费），0.00565%的联交所交易费（或上市当日的交易费）及0.00015%的香港会计及财务汇报局交易征费（或上市当日的交易征费）；

“**上市日期**”指H股股份首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第5.1条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的H股每股的最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有叙文(B)所给予的涵义；

“超额配售权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

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

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表1第1部分所给予的涵义；

“自营投资基准”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“招股章程”指本公司就香港公开发售拟在香港发出的最终招股章程；

“公开文件”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“QIB(s)”具有叙文(A)所给予的涵义；

“S规例”指《证券法》下的S规例；

“监管机构”具有第6.2(i)条所给予的涵义；

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

“人民币”指中国的法定货币人民币；

“《证券法》”指《1933年美国证券法》（经不时修订、补充或以其他方式修改，以及据此颁布的规则和条例）；

“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》”指经不时修订、补充或另行修改的《证券及期货条例》

（香港法例第571章）；

“**单一最大股东集团**” 具有招股章程所定义的含义；

“**独家保荐人**” 指公司就全球发售指定的独家保荐人；

“**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》所给予的涵义；

“**美国**” 指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“**美元**” 指美国的法定货币；及

“**美国人士**” 具有《证券法》S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括叙文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任一者的任何更改或取代；
- (f) 凡提述法规、法定条文、规例或规则之处均包括提述：
  - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、条文、规例或规则；
  - (ii) 其重新制定的任何废除法规、法定条文、规例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有

独立法人资格)；

- (i) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

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

(a) 根据和作为国际发售的一部分，通过整体协调人及 / 或其附属人士以他们作为国际发售相关部分的国际包销商的国际代表之身份，投资者将按发售价认购，本公司将按发售价向投资者发行、配发和配售，且整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或安排他人分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三（3）个营业日向本公司、整体协调人和独家保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(A)一名QIB或(B)(i)并非美国人士；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购投资者股份，但前提是：

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

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

投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或独家保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或独家保荐人首先对该全资附属公司或任何其他人士采取措

施。除非文意另有所指，“投资者”一词在本协议中须解释为包括该全资附属公司。

2.3 本公司及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

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

### 3. 交割条件

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

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（代表他们自身和全球发售包销商）已议定发售价，并同意签署定价协议；
- (c) 联交所上市委员会已批准H股股份上市及允许买卖股份（包括投资者股份）以及其他适用宽免和批准，有关批准、允许或宽免在H股股份开始于联交所买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承诺、承认和确认在所有方面均属真实、准确和完整且不具误导性或欺骗性，以及投资者未严重违反本协议。

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

况而定)或安排他人发行、配发、配售、分配及/或交付(视情况而定)投资者股份的责任将终止,且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快,且在任何情况下都不迟于本协议终止之日起的三十(30)天内退还予投资者(不计付利息),而本协议将终止及失效,投资者、本公司、整体协调人及/或独家保荐人承担的一切义务及责任将结束及终止;惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问,本条款不得被解释为授予投资者权利以纠正于截至本条所述日期之期间内的任何违反投资者在本协议项下作出的各自的声明、保证、承诺、承认和确认的行为。

- 3.3 投资者确认,无法保证全球发售将会完成或不会被延迟或终止或发售价将位于公开文件列明的指示区间内,若全球发售被延迟、没有进行或在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成,或若发售价不位于公开文件列明的指示区间内,则本公司、整体协调人或独家保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故推迟、终止、未完成或根本无法完成,或若发售价不位于公开文件列明的指示区间内而向本公司、整体协调人及/或独家保荐人或其各自的联属人士、董事、监事、管理人员、雇员、联系人、合伙人、代理人及代表提起任何申索或诉讼的任何权利(如有)。

#### 4. 交割

- 4.1 受第3条及第4条规限,投资者将根据及作为全球发售一部分以及通过整体协调人(及/或他们各自的联属人士)以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此,投资者股份将在国际发售交割的同时,或于延迟交付日期,按本公司及整体协调人决定的时间及方式予以认购。
- 4.2 无论投资者股份的交付时间和方式如何,投资者须按上市日期前一个营业日或之前(或本公司、整体协调人及投资者可能书面约定的其他时间)按同日价值以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个营业日书面通知予投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费,而不作出任何扣减或抵销,相关通知内容须包括(其中包括)付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期(“**延迟交付日期**”)向投资者交付全部或任何部分投资者股份,整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目;及(ii)于实际延迟交付日期之前不迟于两(2)个营业日书面告知投资者延迟交付日期,但延迟交付日期不得迟于可以行使超额配售权的最后一日后三(3)个营业日。由整体协调人作出的决定将对投资者具有决定性和约束力。倘若投资者股份将于延迟交付日期交付给投资者,投资者仍须按第4.2条所载就投资者股份作出支付。

- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期或根据第4.3条厘定的延迟交付日期前不迟于两（2）个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.5 在不损害第4.3条的前提下，投资者股份的交付及支付也可以以其他任何本公司、整体协调人、独家保荐人及投资者书面同意的方式进行，但无论投资者股份的交付时间或形式如何，该投资者股份支付须于上市日期前一个营业日或之前（或本公司、整体协调人及投资者可能书面约定的其他时间）做出。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及独家保荐人及各自全权酌情保留终止本协议的权利，在此情况下本公司、整体协调人及独家保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而针对他们提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能蒙受或招致因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费而产生或与之相关的任何损失和损害赔偿，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方予以弥偿、使其免受损害并使其获得全面弥偿。
- 4.7 独家保荐人、整体协调人及本公司有权自行决定调整投资者认购的投资者股份数量的分配以符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；
- 4.8 倘若因超出本公司、整体协调人及独家保荐人（视情况而定）控制之外的情况，阻止或延误其分别履行其在本协议下的义务，本公司、整体协调人及独家保荐人无须就任何未能或延迟履行其在本协议下的各自的义务承担法律责任（无论是共同地还是单独地），且本公司、整体协调人及独家保荐人均有权终止本协议，该等情况包括但不限于天灾、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和COVID-19）的爆发或升级、国家、国际或地区性的紧急状态、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发和其他自然灾害、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发，战争（无论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、严重的交通中断、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况。

## 5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及独家保荐人议定、契诺并向其承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者

不会并敦促其附属人士不会（不论直接或间接）自（含）上市日期起至（含）上市日期后六（6）个月之日止的期限内（“**禁售期**”）的任何时间(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使或代表接收以上证券权利的证券，(ii)允许自己在最终实益拥有人层面发生控制权变更（定义见香港《公司收购及合并守则》）；(iii)直接或间接订立会导致以上(i)及/或(ii)项结果或具有相同经济效益的任何交易；或(iv)同意、订立合约或公开宣布进行以上(i)至(iii)中所述交易的意向，在每种情况下无论以上(i)至(iii)中所述的任何前述交易是否将通过交付相关股份或可转换为、可交换或可行使相关股份的其他证券、现金或其他形式来结算。倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、整体协调人及独家保荐人（为免疑义，无需取得本公司事先同意），并确保(a)该处置不会造成H股的无序或虚假市场，并在其他方面符合所有适用法律；及(b)未经本公司、整体协调人及独家保荐人事先书面同意，投资者不得与直接或间接从事与本公司业务竞争或可能竞争的业务的人士或与该人士的控股公司、附属公司或联营公司进行任何此类交易。

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

- (a) 至少提前五(5)个工作日向本公司、整体协调人及独家保荐人发出书面转让通知，通知中应包含该全资附属公司的身份，以及本公司、整体协调人和独家保荐人可能要求的令本公司、整体协调人和独家保荐人满意的证明潜在受让方为投资者全资附属公司的证据；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及独家保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已作出第6条规定的相同承认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须敦促该附属公司）立即，及无论如何不再在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及独家保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，并且投资者承诺将敦促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条所载对投资者施以



的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别承担本协议项下所有责任及义务；及

- (f) 该全资附属公司是(A)一名QIB或(B)(i)非美国人士；(ii)位于美国境外；并(iii)将根据S规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人（直接及间接）于本公司全部已发行股本中拥有的总股权在任何时候均应低于本公司全部已发行股本的10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比），且在上市日期后的十二（12）个月内，该投资者及其紧密联系人不会成为《上市规则》所指的本公司核心关连人士；此外，投资者及其紧密联系人在本公司已发行股本中拥有的总股权（直接及间接），不得致使公众所持有的本公司股权（如《上市规则》所规定及联交所所解释，包括但不限于《上市规则》第8.08条）低于《上市规则》所规定的百分比，或低于联交所不时批准并适用于本公司的其他百分比。投资者同意在发现上述任何情况时，以书面形式通知本公司、整体协调人和独家保荐人。
- 5.4 投资者同意，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人及/或独家保荐人合理请求向本公司、整体协调人及独家保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致他们的控股股东、联系人及其各自的实益拥有人均不得于投标过程中申请或预购全球发售的H股（投资者股份除外）或申请香港公开发售的H股，除非符合《新上市申请人指南》第4.15章以规模为基础的豁免条件。
- 5.5 投资者及其联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表均不得接受或与本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、联系人、董事、监事、高级人员、雇员、代理人或代表订立与《上市规则》（包括新上市申请人指南第4.15章所载的规定或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

## 6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、整体协调人及独家保荐人承认、声明、承诺、保证、同意和确认：

- (a) 本公司、整体协调人、独家保荐人及他们各自的联属人士、董事、监事、高级人员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法

律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或FINI要求向联交所提交的与投资者相关的信息将与公司、联交所、香港证监会及其他必要的监管机构共享，并将包含在一份综合配售名单中，该名单将在FINI上向整体协调人披露；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第18项应用指引及新上市申请人指南第4.14章，在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及 / 或独家保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (i) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士或使该等人士受益而进行，而有关司法管辖区适用法律允许者除外；
- (j) 其明白及同意，仅可(i)依据《证券法》第144条或《证券法》下其他可用豁免在美国境内转让投资者股份；或(ii)依据S规例在美国境外于“离岸”交易（定义见S规例）中转让投资者股份，且在以上情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (k) 其明白，本公司、整体协调人及独家保荐人或国际发售的任何国际包销

商或其各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表均未就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他可用豁免的可用性作出任何声明；

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

以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；

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

务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

- (u) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及独家保荐人及其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人及代表，或其他全球发售的参与方并未就将存在投资者股份的公开市场作出担保；
- (v) 若全球发售因故推迟、终止或未完成，则本公司、整体协调人及独家保荐人或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、合伙人、顾问、代理人或代表概不对投资者或其附属公司负有任何法律责任；
- (w) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数拥有绝对酌情权；及(iii)联交所可能批准并符合适用法律的对正在发售的H股、发售价范围及最终发售价的其他调整或重新分配；
- (x) 投资者已同意将于上市日期早上八（8）点（香港时间）之时或之前或根据第4.5条同意的其他日期支付总投资金额及有关经纪佣金和征费；
- (y) 本公司及整体协调人可全权酌情调整投资者股份的分配，以满足《上市规则》第8.08(3)条的规定，即在上市日期公众持有的股份中，三名最大公众股东实益拥有的H股份不得超过50%，以及上市规则第8.08(1)(a)条的最低公众持股量规定，或经联交所批准的其他规定；
- (z) 投资者没有因为，而且投资者、其任何联属人士或代表其行事的任何人都没有从事或将从事任何定向销售工作（根据S条例的含义），或关于H股的任何一般招揽或广告（根据《证券法》D条例第502(c)条的含义）而获得投资者股份；
- (aa) H股的任何交易须遵守适用的法律，包括《证券及期货条例》、《上市规则》、《证券法》和任何有资格证券交易所的任何其他适用法律对股票交易的限制；及
- (bb) 除非遵守本协议的限制，就作出的任何要约、销售、质押或其他转让将

不会得到本公司对有关股份的承认。

6.2 投资者向本公司、整体协调人及独家保荐人进一步承认、声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股章程草案或初步发售通函草案等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签订及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其在本协议期间已采取及将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) (i)依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用；(ii)概无任何批准须受尚未满足或履行的任何先决条件的限制；及(iii)截至本协议签署之日，该等批准没有被撤销，投资者也不知道有任何事实或情况可能导致批准失效、被撤回、被撤销或被搁置。投资者进一步同意并承诺，倘若出于任何原因任何批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将立即通知本公司、整体协调人及独家保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份以及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者的组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用当局或机构或证券交易所（“**监管机构**”）的要求在时限内向联交所、香港证监会、中国证监会及其他政府、公共、货币或监管当

局或机构或证券交易所提供，或促使或促致直接或间接通过本公司、整体协调人及 / 或独家保荐人向上述机构提供所要求的信息（包括但不限于：(i)投资者股份最终实益拥有人（如有）或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的名称和成立地）；(ii)本协议所预期的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益所有人的身份信息和此类掉期安排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者为本公司及其任何股东的关连人士）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、整体协调人、独家保荐人或其各自附属人士、董事、高级人员、雇员、顾问和代表按监管机构的要求或根据《上市规则》或适用法律的要求向监管机构和/或在任何公开文件或其他公告或文件中披露投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，其通过订立本协议，不再为有关本协议下拟议的交易任何整体协调人或独家保荐人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级职员；
- (m) (i)如果其于美国境内认购投资者股份，则为QIB；或(ii)如果其于美国境外认购投资者股份，于S规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士，且将在交割后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；及(iii)具有履行本协议项下所有义务的财务能力；(iv)并非受(a)本公司核心关连人士或(b)本公司、本公司或其子公司的任何董事、首席执行官、主要股

东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；以及(v)并非本公司或其任何股东的关连人士，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人均非整体协调人、独家保荐人、账簿管理人、牵头经办人、全球发售的包销商或任何分销商中任何人士的“关连客户”，不属于《上市规则》附录F1（《股本证券的配售指引》）所述的任何类别的人士。词语“关连客户”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“全权管理投资组合”具有《上市规则》附录F1（《股本证券的配售指引》）赋予其的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括本协议签订之日前12个月内的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 投资者并未及将不会就分销H股股份与任何“分销商”（定义见S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (u) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及新上市申请人指南第4.15章的适用段落；
- (v) 投资者或其任何联属人士、联系人、董事、高级职员、雇员、代理人或代表均没有接受或订立任何安排或协议，以附函或以其他方式接受本公司、单一最大股东集团、本集团任何其他成员公司或其各自的联属人士、董事、监事、高级职员、雇员、代理人或代表在全球发售中提供的任何直接或间接利益，或在其他方面从事任何不符合或违反新上市申请人指南第4.15章第25至30段所载的规定的行为或活动；
- (w) 除先前已通知整体协调人外，投资者或其实益拥有人均不属于(i)联交所FINI获配售者名单范本所载，或FINI界面或上市规则规定须就获配售者予以披露的任何获配售者类别（“基石投资者”除外）；或(ii)上市规则第12.08A条规定须在本公司配售结果公告中识别的任何获配售者组别；
- (x) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未



获得本公司、本公司的附属公司或关连人士，整体协调人、独家保荐人或全球发售的任何包销商的（直接或间接）融资；

- (y) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (z) 除依据本协议外，投资者或其任何联系人及实益拥有人均未申请全球发售下的任何H股或通过累计投标方式就全球发售下的任何股份下达订单；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (bb) 除非事先以书面形式向本公司、独家保荐人和整体协调人披露，否则投资者、其实益拥有人和/或联系人未曾且不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及独家保荐人声明及保证，附表二所载有关其及其所属的公司集团的说明以及所有根据监管机构和/或本公司、独家保荐人及整体协调人及其各自联属人士的要求提供和/被要求的投资者相关信息在各方面真实、完整及准确，且并无具有误导性或欺骗性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及独家保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、整体协调人及独家保荐人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者及承诺尽快提供有关其、其所有权（包括最终实益所有权）及/或本公司、整体协调人及/或独家保荐人合理要求的其他事宜的进一步的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或相关监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺骗性。

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

6.5 投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、整体协调人、独家保荐人及全球发售的包销商（代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士及其各自的高级人员、董事、监事、

雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其的全资子公司（该全资子公司将持有相关股份）或其各自高级人员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载全额付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的H股股份享有同等地位；
- (d) 本公司、本公司的单一最大股东集团、任何集团成员公司及其各自联属人士、董事、监事、高级人员、雇员、代理人及代表均未与任何投资者或其联属人士、董事、监事、高级人员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第4.15章第25至30段所载的规定）的任何协议或安排（包括附函）；及
- (e) 除本协议规定的外，本公司或任何集团成员公司或其各自任何联属人士、董事、监事、高级人员、雇员、代理人或代表均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；或
- (b) 倘若投资者（或在根据第5.2条转让投资者股份的情况下，投资者的全资附属公司）于全球发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或每一整体协调人及独家保荐人单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外），各方于本协议下的权利及责任（除下文第11条所载权利外）须终止，且任何一方均不得针对其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。

7.3 为避免歧义，倘若本协议终止，投资者在此做出的赔偿应在任何情况下依旧有效。

## 8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、整体协调人及／或独家保荐人受之监管的其他监管机构或有关政府部门，且投资者的背景及本公司与投资者之间的关系可在本公司将发行的公开文件及本公司、整体协调人及／或独家保荐人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是该方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何政府当局或机构（包括但不限于联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何主管政府当局的规定披露本协议。

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市钱塘区白杨街道8号大街23号  
邮箱： project525@china-gene.com  
收件人： 黄秀

若发送至投资者，则发送至：

地址： 中国上海市建国西路392号  
邮箱： hao@delta-capital.cn  
收件人： 吴昊

若发送至华泰，则发送至：

地址： 香港中环皇后大道中99号中环中心62楼  
邮箱： project525@htsc.com  
传真： (852) 3544 3884  
收件人： ECM

若发送至中信里昂，则发送至：

地址： 香港金钟道88号太古广场一座18楼  
邮箱： Project525@clsa.com  
收件人： Healthcare

9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，则为邮件发出之时（该时间为记录在发件人发送电子邮件的设备上之时点，无论电子邮件是否已确认，除非发件人收到电子邮件未送达的自动消息）；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1 各方确认并陈述，本协议业经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权来履行其于本协议项下的义务，且各方进一步确认其可以履行其下文所述义务。
- 10.2 除明显错误外，就本协议目的而言，本公司及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第4.2条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及各整体协调人的义务是独立的（而不是共同的或连带的）。独家保荐人、整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况不影响独家保荐人或任何其他整体协调人执行本协议条款的权利。尽管有上述规定，独家保荐人、各整体协调人应在适用法律允许的范围内有权单独或与独家保荐人、任何其他整体协调人共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、整体协调人及独家保荐人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及/或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易所产生的印花税（如适用）须由相关转

让人/卖方及相关受让人/买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第4条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与已经履行的事项有关的条文除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条；且
  - (b) 未经第10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等授权的通知）。尽管已作出任何此类授权，该整体协调人或独家保荐人仍须对其根据本分条向之转授相关权利、职责、权力及/或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或补救措施的任何单一或部分行使不得妨碍其对该权利或补救措施的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或补救措施。本协议中规定的权利、权力和补救措施是累积性的，且不排除任何权利、权力及补救措施（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、整体协调人及独家保荐人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

## **11. 管辖法律和司法管辖权**

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性争议，均应提交由香港国际仲裁中心（“香港国际仲裁中心”）管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定及裁决并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复议或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

## **12. 豁免**

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

由进行申辩或申索。

### **13. 法律程序文件代理**

- 13.1 投资者不可撤销地委任在Unit 417 4th Floor, Lippo Centre Tower Two, No. 89 Queensway Admiralty, HK的吴昊先生为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且被投资者是否收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、整体协调人及独家保荐人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的30天内向本公司、整体协调人及独家保荐人发送其接受委任文件的副本。

### **14. 复本**

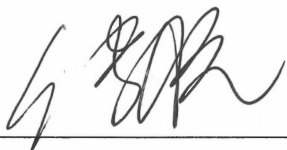
- 14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签立。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立复本的签署页是有效的递送方式。



本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

杭州九源基因工程股份有限公司

A handwritten signature in black ink, appearing to be '傅航' (Fu Hang), written over a horizontal line.

姓名：傅航

职务：执行董事、董事会主席兼总经理

为及代表:

**Delta Capital Hong Kong Limited**




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姓名: WEIGANG GREG YE

职务: 董事 (Director)

为及代表：

华泰金融控股（香港）有限公司

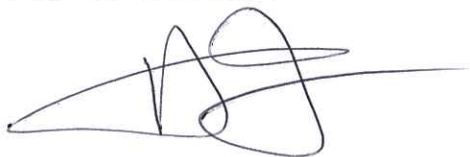


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姓名：王佳玮  
职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

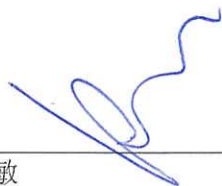
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姓名：李响

职务：董事总经理

为及代表：

中信里昂證券有限公司

A handwritten signature in blue ink, consisting of several loops and a wavy tail, positioned above a horizontal line.

姓名：黄诗敏  
职务：董事

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)12,000,000港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价，四舍五入至最接近200H股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《新上市申请人指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股股份重新分配的影响。若香港公开发售H股股份的总需求出现本公司招股章程中“全球发售的架构 – 香港公开发售 – 重新分配”一节所载之情形，则投资者股份数目可*按比例*扣除以填补香港公开发售的公众人士的需求。

此外，整体协调人、独家保荐人及本公司可酌情调整投资者股份数目以满足(i)上市规则第8.08(3)条的要求，该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的H股股份数量占比不得超过50%；或(ii)《上市规则》第8.08(1)(a)条规定的最低公众持股量要求，或经联交所批准的其他要求。

## 附表二

### 投资者详情

#### 投资者

注册成立地:	中国香港
注册证书编号:	2399738
商业登记号码:	66390382-000-07-24-A
主要业务:	投资控股平台
商业地址、联络电话号码及联络人:	联系地址: 上海徐汇区建国西路392号 联系人: 吴昊; 邮箱: hao@delta-
最终控股股东:	Delta Capital Investment Holdings, Ltd.
最终控股股东的注册地:	British Virgin Islands
最终控股股东的商业登记号码:	1903537
最终控股股东的主要业务:	投资控股平台
股东及持有之权益:	投资者由Delta Capital Investment Holdings, Ltd.全资持有, Delta Capital Investment Holdings, Ltd.是由Delta Capital的高级管理人员Greg Ye和Quansheng Li全资拥有

将纳入招股章程中的有关投资者的描述:

#### **Delta Capital HK**

Delta Capital Hong Kong Limited (“**Delta Capital HK**”) is a limited company incorporated under the laws of Hong Kong in July 2016 as an investment holding platform. As of the Latest Practicable Date, Delta Capital HK was wholly owned by Delta Capital Investment Holdings, Ltd. (“**Delta Capital**”), a limited liability company incorporated under the laws of British Virgin Islands. The ultimate beneficial owners of Delta Capital are Greg Ye and Quansheng Li, two independent third parties. As a professional venture capital institution, Delta Capital has actively explored potential business opportunities that connect the world’s leading innovative technologies with the Chinese market, with a commitment to nurturing world-class enterprises.

#### **Delta Capital HK**

Delta Capital Hong Kong Limited (“**Delta Capital HK**”) 是一家于2016年7月在香港法律下注册成立的有限责任公司，作为投资控股平台。截至最近实际可行日期，Delta Capital HK由在英属维尔京群岛注册的有限责任公司Delta Capital Investment Holdings, Ltd. (“**Delta Capital**”) 全资拥有。Delta Capital的最终实益拥有人为Greg Ye 及Quansheng Li，均为独立第三方。作为风险投资领域的专业机构，Delta Capital积极发掘将全球领先的创新技术与中国市场对接的潜在商业机会，致力于培育世界一流企业。



**DATED November 19, 2024**

**HANGZHOU JIUYUAN GENE ENGINEERING CO., LTD.**  
(杭州九源基因工程股份有限公司)

**HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED**  
(华泰金融控股(香港)有限公司)

**CLSA LIMITED**  
(中信里昂證券有限公司)

**and**

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

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**HONG KONG UNDERWRITING AGREEMENT**

**relating to a public offering in Hong Kong of  
initially 4,540,000 H Shares (subject to reallocation) of nominal value of  
RMB1.00 per H Share in the capital of  
Hangzhou Jiuyuan Gene Engineering Co., Ltd.  
(杭州九源基因工程股份有限公司)  
being part of a global offering of initially  
45,398,800 H Shares (subject to the Over-allotment Option)**

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THIS AGREEMENT is made on November 19, 2024.

**AMONGST:**

- (1) **HANGZHOU JIUYUAN GENE ENGINEERING CO., LTD.** (杭州九源基因工程股份有限公司), a joint stock company incorporated in the PRC with limited liability having its registered address at No. 23, Eighth Street, Baiyang Street, Qiantang District, Hangzhou, Zhejiang Province, PRC (the “**Company**”);
- (2) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED** (华泰金融控股(香港)有限公司) of 62/F, The Center, 99 Queen’s Road Central, Central, Hong Kong (“**Huatai**”);
- (3) **CLSA LIMITED** (中信里昂證券有限公司) of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (4) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

**RECITALS:**

- (A) The Company is a joint stock company incorporated under the laws of the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date hereof, the Company’s registered capital consists of 200,000,000 Shares of RMB1.00 each.
- (B) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering and will concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulation S or other available exemption from the registration requirements of the U.S. Securities Act in the International Offering.
- (C) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK (including any additional H Shares to be issued pursuant to any exercise of the Over-allotment Option).
- (D) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions hereinafter contained.
- (E) The Company has agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries.
- (F) The Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators and the International Underwriters intend to enter into the

International Underwriting Agreement providing for the International Underwriters to severally purchase or procure investors to purchase H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained. The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters severally, and not jointly or jointly and severally) at their sole and absolute discretion, to require the Company to allot and issue up to an additional 6,809,800 H Shares, representing approximately 15% of the Offer Shares initially available under the Global Offering, at the Offer Price to cover, among other things, any over-allocations made in the International Offering, upon and subject to the terms and conditions of the International Underwriting Agreement.

- (G) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H share registrar and transfer agent for the H Shares.
- (H) The Company has appointed China CITIC Bank International Limited to act as the receiving bank in relation to the Hong Kong Public Offering and The Ka Wa Bank (Nominees) Limited to act as the nominee to hold the application monies received by the receiving bank under the Hong Kong Public Offering.
- (I) At a meeting of the Board held on July 19, 2024, resolutions were passed pursuant to which, inter alia, the Directors approved, and Mr. Fu Huang and Ms. Huang Xiu were authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (J) The Hong Kong Prospectus and the Formal Notice have been prepared and each is in the agreed form.

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

## **1. DEFINITIONS AND INTERPRETATION**

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

**“Acceptance Date”** means November 25, 2024, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

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

**“Admission”** means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK and the admission of the H shares into CCASS (including any additional H Shares to be issued pursuant to any exercise of the Over-allotment Option);

**“AFRC Transaction Levy”** means the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong;

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

**“Application Proof”** means the application proof of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on July 24, 2024;

**“Approvals and Filings”** means any approvals, licences, consents, authorizations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings (including but not limited to the CSRC Filings);

**“Articles of Association”** means the articles of association of the Company adopted by special resolution on January 17, 2024 and which will become effective on the Listing Date and as amended, supplemented or otherwise modified from time to time;

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

**“Board”** means the board of the Directors of the Company;

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

**“Business Day”** means a day (other than Saturday or Sunday or public holiday in Hong Kong) on which banking institutions in Hong Kong are open generally for normal banking business;

**“Capital Market Intermediaries”** means Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited, being the capital market intermediaries of the Global Offering;

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

**“CMIs Engagement Letters”** means the respective engagement letters in respect of the Global Offering entered into between the respective Capital Market Intermediaries and the Company;

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

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

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

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

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

**“Cornerstone Investment Agreements”** means the cornerstone investment agreements entered into, among others, between the Company, the Sole Sponsor, the Overall Coordinators and the cornerstone investors as described in the section headed “Cornerstone Investors” in the Hong Kong Prospectus;

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

**“CSRC Archive Rules”** means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) 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 March 31, 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing(s)”** means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

**“CSRC Filing Rules”** means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing Report”** means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on January 24, 2024 pursuant to Article 13 of the CSRC Filing Rules and was accepted by the CSRC on June 4, 2024;

**“CSRC Rules”** means the CSRC Filing Rules and the CSRC Archive Rules;

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

**“Disclosure Package”** shall have the meaning ascribed thereto in the International Underwriting Agreement;

**“Domestic Shares”** ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are subscribed for and paid up in Renminbi and are not listed on the Stock Exchange;

**“Encumbrance”** means any claim, mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

**“ESG Consultant”** means the independent ESG consultant of the Company, Ernst & Young (China) Advisory Limited;

**“Exchange Act”** means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

**“Extreme Conditions”** means extreme conditions caused by a super typhoon as announced by the government of Hong Kong;

**“Final Offering Circular”** means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

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

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

**“Group”** means the Company and its Subsidiary, and the expression **“member of the Group”** shall be construed accordingly;

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

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

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

**“Hong Kong Offer Shares”** means 4,540,000 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12, as applicable;

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

**“Hong Kong Prospectus Date”** means the date of issue of the Hong Kong Prospectus, which is expected to be on or around November 20, 2024;

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

**“Hong Kong Public Offering Applications”** means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO Service at [www.eipo.com.hk](http://www.eipo.com.hk), or through HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriters’ Applications;

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

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

**“Hong Kong Public Offering Under-Subscription”** has the meaning ascribed to it in Clause 4.6;

**“H Shares”** means ordinary shares in the share capital of the Company of nominal value of RMB1.00 each which an application has been made for listing and permission to trade on the Stock Exchange;

**“H Share Registrar”** means Computershare Hong Kong Investor Services Limited;

**“Hong Kong Public Offering Underwriting Commitment”** means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, and after taking into account any adjustment pursuant to Clauses 2.7, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares;

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

**“Incentive Fee”** has the meaning ascribed to it in Clause 6.2;

**“Indemnified Parties”** means (i) the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the



Hong Kong Underwriters and the Capital Market Intermediaries; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.5; (iii) their respective representatives, partners, directors, officers, employees and authorized agents; (iv) all representatives, partners, directors, officers, employees and authorized agents of their respective subsidiaries, head offices and branches, associates and affiliates directly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

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

**“Industry Consultant”** means the independent industry consultant of the Company, China Insights Industry Consultancy Limited;

**“Internal Control Consultant”** means the internal control consultant of the Company, Ernst & Young Advisory Service Limited;

**“International Offer Shares”** means 40,858,800 H Shares initially proposed to be offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares;

**“International Offering”** means the offering through the International Underwriters or their respective affiliates of the International Offer Shares outside the United States in offshore transactions in reliance on Regulation S or other available exemption from the registration requirements under the Securities Act, upon and subject to the terms and conditions of the International Underwriting Agreement;

**“International Offering Documents”** means the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular;

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

**“International Sanctions Legal Adviser”** means Hogan Lovells, the Company’s legal adviser as to international sanctions laws;

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

**“International Underwriting Agreement”** means the international underwriting agreement relating to the International Offering to be entered into between, among others, the Company, the Sole Sponsor, the Overall Coordinators and the International Underwriters;

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

**“Joint Bookrunners”** means Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited, each a **“Joint Bookrunner”**;

**“Joint Global Coordinators”** means Huatai and CLSA, each a **“Joint Global Coordinator”**;

**“Joint Lead Managers”** means Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited, each a **“Joint Lead Manager”**;

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

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

**“Listing Date”** means the first day on which the H Shares commence trading on the SEHK (which is expected to be on November 28, 2024) or such other date as the Company, the Sole Sponsor and the Overall Coordinators may agree;

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

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

**“Nominee”** means The Ka Wah Bank (Nominees) Limited;

**“OC Announcements”** means the announcements published on January 22, 2024, February 2, 2024 and July 23, 2024, setting out the names of the overall coordinators appointed by the Company in connection with the Global Offering;

**“OC Engagement Letters”** means the overall coordinator engagement letter entered into between the Company and Huatai dated July 12, 2023, and the overall

coordinator engagement letter entered into between the Company and CLSA dated February 2, 2024;

**“Offer Price”** means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be subscribed for or purchased (as the case may be) under the Global Offering, to be determined in accordance with Clause 2.5;

**“Offer Shares”** means the Hong Kong Offer Shares and the International Offer Shares, together with, where relevant, the Option Shares;

**“Offering Documents”** means the Hong Kong Public Offering Documents, the International Offering Documents and any other documents or materials made, issued, given, released, arising out of or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering as provided, approved or authorized by the Company or person(s) acting on behalf of the Company, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Overall Coordinators or any of the Underwriters;

**“Operative Documents”** means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement and the Cornerstone Investment Agreements;

**“Option Shares”** means up to 6,809,800 additional H Shares to be issued by the Company pursuant to the Over-allotment Option at the Offer Price;

**“Overall Coordinators”** means Huatai and CLSA, being the overall coordinators of the Global Offering, each an “Overall Coordinator”;

**“Over-allotment Option”** means the over-allotment option expected to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters severally, and not jointly or jointly and severally), pursuant to which the Company is required to allot and issue up to an aggregate of 6,809,800 additional H Shares as may be necessary (representing in aggregate 15% of the initial Offer Shares) to, among other things, cover any over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement;

**“PHIP”** means the post hearing information pack of the Company posted on the SEHK’s website at [www.hkexnews.hk](http://www.hkexnews.hk) on November 13, 2024, including each amendment and supplement thereto posted on the SEHK’s website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

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

**“Preliminary Offering Circular”** means the preliminary offering circular dated November 19, 2024 issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

**“Price Determination Agreement”** means the agreement in agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) on the Price Determination Date to record the Offer Price;

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

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

**“Receiving Bank”** means China CITIC Bank International Limited;

**“Receiving Bank Agreement”** means the agreement dated November 18, 2024 entered into among the Company, the Receiving Bank, the Sole Sponsor, the Overall Coordinators, the Nominee and the H Share Registrar;

**“Registrar Agreement”** means the agreement dated June 25, 2024 entered into between the Company and the H Share Registrar;

**“Reporting Accountant”** means Ernst & Young;

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

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

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

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

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

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

**“Shares”** means shares in the share capital of the Company, with a nominal value of RMB1.00 each, comprising Domestic Shares, H Shares and Unlisted Foreign Shares;

**“Sole Sponsor”** means Huatai;

**“Sponsor Engagement Letter”** means, the sponsor engagement letter entered into among the Company and Huatai dated July 12, 2023;

**“Sponsor-Overall Coordinator”** means Huatai, being the sponsor-overall coordinator of the Global Offering;

**“Stabilising Manager”** has the meaning ascribed to it in Clause 7.1;

**“Subsidiary”** means the subsidiary of the Company within the meaning of the Companies Ordinance named in Appendix I to the Hong Kong Prospectus;

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

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

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

**“Underwriting Commission”** has the meaning ascribed to it in Clause 6.1;

**“Unlisted Foreign Shares”** means ordinary share(s) issued by the Company with a nominal value of RMB1.00 each which is/are subscribed for and paid for in currency other than RMB by foreign investors and not listed on any stock exchange;

**“U.S.”** or **“United States”** means the United States of America;

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

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

**“Warranties”** means the representations, warranties, agreements and undertakings of the Warrantor as set out in Schedule 2;

**“Warrantor”** means the Company;

**“White Form eIPO Service”** means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the

Company allowing investors to apply electronically to purchase the Hong Kong Offer Shares on a website designated for such purpose, as provided for and disclosed in the Hong Kong Prospectus; and

**“White Form eIPO Service Provider”** means Computershare Hong Kong Investor Services Limited, the White Form eIPO Service provider designated by the Company.

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
  - 1.4.1 references to an **“affiliate”**, in relation to any person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person; for the purposes of the foregoing, **“control”** means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlled by”** and **“under common control with”** shall be construed accordingly;
  - 1.4.2 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
  - 1.4.3 the terms **“herein”**, **“hereof”**, **“hereto”**, **“hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
  - 1.4.4 the term **“or”** is not exclusive;
  - 1.4.5 references to **“persons”** shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);
  - 1.4.6 the terms **“purchase”** and **“purchaser”**, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;
  - 1.4.7 the terms **“sell”** and **“sale”**, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;
  - 1.4.8 references to a **“subsidiary”** or **“holding company”** shall be the same as defined in sections 15 and 13 of the Companies Ordinance;

- 1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.4.10 references to a document being “**in agreed form**” shall mean such document in the form of the draft thereof agreed in writing between the Company, the Sole Sponsor, and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) Cooley HK, legal advisers to the Company as to Hong Kong laws, on behalf of the Company; and (b) Jia Yuan Law Office, legal advisers to the Underwriters as to Hong Kong Laws on behalf of the Sole Sponsor and the Overall Coordinators;
- 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the legal counsel to the Company;
- 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.14 references to one gender shall include the other genders; and
- 1.4.15 references to the singular shall include the plural and vice versa.

## **2. CONDITIONS**

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied, or where applicable, waived:
- 2.1.1 the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company or its counsels all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance reasonably satisfactory to the Sole Sponsor and the Overall Coordinators, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, respectively, or such later date and/or time as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree;
- 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus on the Business Day before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in

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

- 2.1.3 the Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the SEHK;
- 2.1.4 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in any event no later than 12:00 noon on November 26, 2024) in accordance with Clause 2.5 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.5 the execution and delivery of the International Underwriting Agreement by the parties thereto on or no later than the Price Determination Date;
- 2.1.6 the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC are granted and the notice of acceptance of the CSRC Filings published by CSRC on its website, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date;



- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under Clause 8.2 of this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting); and
- 2.1.9 the Warrantor having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Warrantor undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to fulfil or procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantor to procure the fulfilment of such conditions by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and their counsel) on or before the relevant time or date specified thereof and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the SEHK, the SFC, the Registrar of Companies in Hong Kong, the CSRC and any relevant Authority for the purposes of or in connection with the listing of the H Shares on the SEHK and the fulfilment of such Conditions.
- 2.3 **Extension:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/ or in such manner as the Sole Sponsor and the Overall Coordinators may determine (in which case the Sole Sponsor and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30<sup>th</sup> day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or
- 2.3.2 in respect of the Conditions set out in Clauses 2.1.1, 2.1.8 and 2.1.9, to waive or modify (with or without condition(s) attached and in whole or in part) such Conditions on behalf of the Underwriters.
- 2.4 **Conditions not satisfied:** Without prejudice to Clause 2.3 and Clause 11, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of

time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

- 2.5 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 11:00 p.m. on November 26, 2024 and no extension is granted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply.
- 2.6 **Over-allotment Option:** The Company will grant the Over-allotment Option to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Over-allotment Option is exercised in respect of all or any part of the Option Shares:
- 2.6.1 the Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and
- 2.6.2 any Option Shares shall for all purposes (including underwriting commissions and expenses) be deemed to be delivered as International Offer Shares under and with the benefit of all rights, representations, warranties and undertakings applying under the International Underwriting Agreement, and the Hong Kong Underwriters will not be entitled to any underwriting commission in respect of the Option Shares.
- 2.7 **Reduction of indicative Offer Price range or number of Offer Shares:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the indicative Offer Price range below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range to be published on the official websites of the Company at [www.china-gene.com](http://www.china-gene.com) and the SEHK at [www.hkexnews.hk](http://www.hkexnews.hk). Such notice shall also include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus

and any other financial information which may materially change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all Laws applicable to that reduction.

- 2.8 **No waiver in certain circumstances.** The Sole Sponsor's or the Overall Coordinators' consent to or knowledge of any amendments/supplements to the Offering Documents subsequent to their respective issue or distribution will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

### 3. APPOINTMENTS

- 3.1 **Overall Coordinators, Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (a) Huatai and CLSA as the overall coordinators of the Global Offering, and each of Huatai and CLSA, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment, (b) Huatai and CLSA as the joint global coordinators of the Global Offering, and each of Huatai and CLSA, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment; (c) Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited as the joint bookrunners of the Global Offering, and each of Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment; and (d) Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited as the joint lead managers of the Global Offering, and each of Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited, relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of each of Huatai and CLSA hereunder is in addition to the terms and conditions under the OC Engagement Letters, which shall continue to be in full force and effect;
- 3.2 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai to act as the Sole Sponsor of the Company in relation to its application for Admission. Huatai, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment. For the avoidance of doubt, the appointment of Huatai hereunder is in addition to the terms and conditions under the Sponsor Engagement Letter, which shall continue to be in full force and effect.
- 3.3 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

- 3.4 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, CLSA, CMB International Capital Limited, Ruibang Securities Limited and Patrons Securities Limited to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries relying on the Warranties and subject as hereinafter mentioned, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries is in addition to their engagement under the terms and conditions of the CMIs Engagement Letters, which shall continue to be in full force and effect.
- 3.5 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.4 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person so long as such affiliates or such person are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clause 3.1 to 3.4 shall remain liable for all acts and omissions of any of its affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.5 notwithstanding any such delegation.
- 3.6 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter and shall not be for the account of the Company. The Company does not owe any duty or obligation to any of the sub-underwriters so appointed, and none of the Warranties is for the benefit of such sub-underwriters.
- 3.7 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.4 confer on each of the appointees and their respective delegates under Clause 3.5 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, overall coordinator, global coordinator, bookrunner, lead manager, Hong Kong Underwriter or capital market intermediary (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

- 3.8 **No fiduciary relationship:** The Warrantor acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Overall Coordinators, in their role as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, and the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the H Shares on the SEHK.
- 3.9 The Warrantor further acknowledges that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries are acting pursuant to a contractual relationship with the Warrantor entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, act or be responsible as a fiduciary or adviser to the Warrantor, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof. The Warrantor further acknowledges and agrees that each of the Sole Sponsor, the Overall Coordinators and the Capital Market Intermediaries is acting in the capacity as a sponsor, an overall coordinator or a capital market intermediary subject to the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code of Conduct**"), and therefore the Sole Sponsor, the Overall Coordinators and the Capital Market Intermediaries only owe certain regulatory duties to the SEHK and the SFC but not to any other party including the Warrantors.

The Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantor, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has advised or is currently advising the Warrantor on other matters), and the Warrantor hereby confirms its understanding and agreement to that effect. The Warrantor, on the one hand, and the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, to the Warrantor regarding such transactions, including, but not limited to, any opinions or views with respect to the price or

market for the H Shares, do not constitute advice or recommendations to the Warrantor .

The Warrantor, on the one hand, and the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, on the other hand, agree that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of the Warrantor (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of the Warrantor, and none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantor with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has advised or is currently advising the Warrantor on other matters).

The Warrantor further acknowledges and agrees that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries are not advising the Warrantor, its directors, management or shareholders or any other person as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in its capacity as sole sponsor in connection with the proposed listing of the Company) in any jurisdiction. The Warrantor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and their respective directors, officers and affiliates shall have any responsibility or liability to the Warrantor with respect thereto. Any review by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering

or the listing of Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and shall not be performed on behalf of the Warrantor.

The Warrantor further acknowledges and agrees that the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantor.

The Warrantor hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Warrantor may have against the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Warrantor in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions.

3.10 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and the other Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Warrantor or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any other Indemnified Party, in respect of, the following matters (it being acknowledged by the parties that the Warrantor is solely responsible in this regard):

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

3.10.2 any of the matters referred to in Clauses 12.1.1 to 12.1.3,

and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with or in relation to any of the foregoing matters.

3.11 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.4, as applicable, or by any of the delegates under Clause 3.5 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilisation activity) shall constitute a transaction carried out at the request of and for the Company and not on account

of or for any of the other appointees under Clauses 3.1 to 3.4 or their respective delegates under Clause 3.5. The obligations of the appointees hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.4 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 which is in compliance with applicable Laws (except for any such loss, cost, expense or damage as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused by the fraud, willful default or gross negligence of such appointees or the other Indemnified Parties). Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.4 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.12 **Advice to the Company:** The Company and each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries hereby confirm and acknowledge that each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has:

- 3.12.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.12.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.12.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.12.4 advised the Company on the information that should be provided to the Capital Market Intermediaries to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.12.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the Capital Market Intermediaries participating in an initial public offering;
- 3.12.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of



the Stock Exchange, the SFC, the CSRC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand and undertake to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that they have met or will meet these responsibilities; and

3.12.7 explained the potential concerns and advised the Company against making the decisions where the Company decided not to adopt the advice or recommendations of an Overall Coordinator in relation to pricing or allocation of shares, or where the Company's decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market.

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

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Sole Sponsor shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK at [www.hkexnews.hk](http://www.hkexnews.hk) and on the official website of the Company at [www.china-gene.com](http://www.china-gene.com) on the day(s) specified in Schedule 5 (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Sole Sponsor). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the SEHK at [www.hkexnews.hk](http://www.hkexnews.hk) and on the official website of the Company at [www.china-gene.com](http://www.china-gene.com).
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best efforts 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 undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and

conditions of the H Share Registrar Agreement. The Company has appointed Computershare Hong Kong Investor Services Limited to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Hong Kong Underwriters to use its best efforts to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal and/or Extreme Conditions being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use its best efforts to procure that the Receiving Bank, the H Share Registrar and the White Form eIPO Service Provider shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, inter alia:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares; and
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that:

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

4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;

T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;

C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and

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

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

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

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

4.8 **Accepted applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong

Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

- 4.9.1 deliver to the Sole Sponsor and the Overall Coordinators records for the duly completed applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee and the SFC Transaction Levy and the AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:30 a.m. on November 27, 2024 (the date specified in the Hong Kong Prospectus for the despatch of share certificates) duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.
- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:

- 4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 or Clause 4.11.3, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of H Shares available under the International Offering and the respective International Offering Underwriting Commitment of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering;
- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 13,619,800, 18,159,600 and 22,699,400 H Shares, respectively, representing approximately 30% (in the case of (i)), approximately 40% (in the case of (ii)) or approximately 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option); and
- 4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100%, but less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are not fully subscribed, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100% of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 9,079,800 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and approximately 20% of the total number of Offer Shares initially available under the Global Offering.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting

Commitment of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitment of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantor undertakes with the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to take such action and do (or procure to be done) all such other acts and things reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the Listing Committee.

## 5. ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 12:00 p.m. on November 27, 2024:

- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they *rank pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.
- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company in accordance with the provisions of the Receiving Bank Agreement and this Agreement upon the Nominee receiving written confirmation from the Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be) by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:
- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all amounts payable by the Company pursuant to the Company's prior written instructions and Clauses 5.3 (Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants), 5.4 (Trading



Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company) and 6.3 (Sponsor fee and other fees and expenses); and

- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, if not otherwise dealt with in the engagement letters entered into between the Company and the relevant parties, the Company shall pay or cause to be paid in full, as soon as practicable upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$11.48 per Offer Share.

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts pursuant to the Company's prior written instructions.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators and the Joint Global Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund checks:** The Company will use its best efforts to procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for the distribution of refund checks (if applicable), to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be

entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

- 5.6 **No responsibility for default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.
- 5.7 **Separate bank account:** The Company agrees that the application monies received in respect of the Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

## 6. COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** The Company shall pay or cause to be paid to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries, as applicable) an underwriting commission equal to 3.5 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the “**Underwriting Commission**”). The respective entitlement of the Hong Kong Underwriters to the Underwriting Commission will be agreed and determined in the International Underwriting Agreement, provided that any adjustment to the allocation of the fixed fee to each of the Overall Coordinators and the Capital Market Intermediaries as set out in their respective engagement letters with the Company shall be in compliance with the Listing Rules and the Code of Conduct and that such adjustment (if any) shall be made before the Listing Date. The Company has been advised by the Overall Coordinators the market’s practice on the ratio of the fixed and discretionary fees to be paid to the Capital Market Intermediaries.
- 6.2 **Incentive fee:** In addition, the Company may at its sole and absolute discretion pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries, as applicable) an incentive fee in aggregate up to 1.4 per cent. of the Offer Price for all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the “**Incentive Fee**”). The respective entitlements of the Hong Kong Underwriters to the discretionary incentive fee (if any) shall be agreed and determined in the International Underwriting Agreement.
- 6.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Sole Sponsor the sponsor fee and an amount of USD100,000 for expenses incurred by the Sole Sponsor under Clause 6.4. Upon completion of the Global Offering, USD200,000 out of the sponsor fee shall be offset against or deducted from any

underwriting commission which is payable to the Sole Sponsor in connection with the Global Offering.

**6.4 Costs payable by the Company:** Subject to the cap for the out-of-pocket expenses incurred by the Sole Sponsor under Clause 6.3, the Company shall be responsible for all costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including the following:

6.4.1 fees, disbursements and expenses of the Reporting Accountants in accordance with the engagement letter between the Company and the Reporting Accountants;

6.4.2 fees, disbursements and expenses of the H Share Registrar and the White Form eIPO Service Provider in accordance with their engagement letter with the Company;

6.4.3 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters in accordance with their engagement letters with the Company;

6.4.4 fees, disbursements and expenses of the Internal Control Consultant in accordance with the engagement letter between the Company and the Internal Control Consultant;

6.4.5 fees, disbursements and expenses of the ESG Consultant in accordance with the engagement letter between the Company and the ESG Consultant;

6.4.6 fees, disbursements and expenses of the Industry Consultant in accordance with the engagement letter between the Company and the Industry Consultant;

6.4.7 fees, disbursements and expenses of any public relations consultant engaged by the Company;

6.4.8 fees, disbursements and expenses of the Receiving Bank and the Nominee in accordance with the Receiving Bank Agreement;

6.4.9 fees, disbursements and expenses of the financial printer retained by the Company (including printing costs and fees and expenses of the translators) in accordance with its engagement letter with the Company;

6.4.10 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering in accordance with the engagement letters between the Company and such agents and advisers;

6.4.11 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents and any amendments and supplements hereto with any relevant Authority

(including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;

- 6.4.12 all reasonable cost and expenses as approved by the Company for roadshow (including pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all reasonable fees and expenses of any consultants engaged in connection with the road show presentation and other fees and expenses incurred by the Company, the Overall Coordinators, the International Underwriters and any such consultants;
- 6.4.13 all printing and advertising costs in relation to the Global Offering as approved by the Company;
- 6.4.14 all costs of preparing, dispatch, filing and distribution of the Offering Documents and PHIP (where applicable) in all relevant jurisdictions, and all amendments and supplements thereto as approved by the Company;
- 6.4.15 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports as approved by the Company;
- 6.4.16 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund checks;
- 6.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares;
- 6.4.18 all fees and expenses of conducting background searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, directorship searches and disqualification searches in connection with the Global Offering as approved by the Company, including expenses related to travel, accommodation, printing, telecommunication and other out-of-pocket expenses;
- 6.4.19 all costs and expenses related to the launching of the Global Offering including expenses related to travel, accommodation, printing, telecommunication and other out-of-pocket expenses in accordance with the engagement letters between the Company and such agents and advisers;
- 6.4.20 all processing charges and related expenses payable to HKSCC;
- 6.4.21 all CCASS transaction fees payable in connection with the Global Offering; and

6.4.22 all reasonable costs, fees and out-of-pocket expenses incurred by the Sole Sponsor and the Overall Coordinators, the Underwriters, the Capital Market Intermediaries or any of them or on their behalf under this Agreement and approved by the Company in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.4 or pursuant to any other agreements between the Company and the Sole Sponsor.,

and the Company shall pay or cause to be paid all such costs, expenses, fees, charges and Taxation (other than the income tax payable imposed on the net income of the Sole Sponsor, the Overall Coordinators, the Underwriters or the Capital Market Intermediaries as a result of such persons having a connection with the relevant taxing jurisdiction other than a connection arising solely as a result of this Agreement or the transactions contemplated hereunder unless otherwise agreed by the Company). Notwithstanding anything to the contrary in Clause 17.11, if (i) any costs, expenses, fees or charges referred to in this Clause 6.4 is paid or to be paid by any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries for or on behalf of the Company, and (ii) these payments have been confirmed and approved by the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, the Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or the Capital Market Intermediaries on an after-tax basis.

- 6.5 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clause 6.1 and Clause 6.2, but the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.3 and Clause 6.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.3 and Clause 6.4, in accordance with the terms of the respective engagements or within 30 days upon receipt of invoices (in agreed form between the Company and the relevant party) from the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.
- 6.6 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 30 Business Days of the first written request by the Overall Coordinators or in accordance with the engagement letter or agreement entered into

by the Company and the relevant parties (if any) whichever is the earlier. All payments to be made by the Company under this Clause 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, save as otherwise stipulated in the International Underwriting Agreement or the separate engagement letters or agreements between the Company and the relevant party.

## 7. STABILISATION

- 7.1 **Stabilising manager and stabilisation actions:** The Company acknowledges that Huatai and/or any person acting for it, to the exclusion of all others, (the “**Stabilizing Manager**”) is hereby appointed to act as stabilizing manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilizing Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilizing Manager pursuant to this Clause. Any stabilisation actions taken by the Stabilizing Manager and/or any person acting for it as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters and the Capital Market Intermediaries (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers) to this Agreement that it will not take or cause or authorizes any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company.
- 7.2 **Stabilising losses and profits.** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the Overall Coordinators in accordance with the proportions which their respective International Offering Underwriting Commitment bear to the total International Offering Underwriting Commitment of the Overall Coordinators to be agreed and determined in the International Underwriting Agreement, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the Overall Coordinators in accordance with the proportions which their respective International Offering Underwriting Commitment bear to the total International Offering Underwriting Commitment of the Overall Coordinators to be agreed and determined in the International Underwriting Agreement. The Company

shall not be responsible for any liabilities, expenses and losses arising from stabilisation or other transactions effected by the Stabilising Manager contemplated by this clause.

7.3 **No stabilisation by the Warrantor:** The Warrantor undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

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

7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance in relation to the Global Offering; or

7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager or any person acting for it as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise in relation to the Global Offering,

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

## 8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

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

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

- 8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Hong Kong Prospectus Date;
- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to (i) the delivery by the Overall Coordinators, the other Hong Kong Underwriters and/or Capital Market Intermediaries of duly completed applications and (ii) payment by the Overall Coordinators, the other Hong Kong Underwriters and/or Capital Market Intermediaries for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.6 on the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 8.2.7 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.8 immediately prior to commencement of dealings in the Offer Shares on the SEHK;
- 8.2.9 on the date(s) on which the Over-allotment Option (or any part thereof) is exercised; and
- 8.2.10 on the date on which the stabilization period expires.

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

- 8.3 **Notice of breach of Warranties:** The Warrantor hereby undertakes to notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect.



- 8.4 **Undertakings not to breach Warranties:** The Warrantor hereby undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries not to, and shall procure that neither the Company nor the Subsidiary shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Sole Sponsor and the Overall Coordinators.
- 8.5 **Remedial action:** The Warrantor shall notify the Sole Sponsor and the Overall Coordinators as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate in any material respect or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement in any material respect, whether of fact or opinion, contained in any of the Offering Documents; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, if the same were issued immediately after the occurrence of such event or existence of such circumstance, or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them under this Agreement, the Company, at its own expense, shall as soon as possible take such remedial action as may be required by the Sole Sponsor and/or the Overall Coordinators, including preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Sole Sponsor and the Overall Coordinators may reasonably require and supplying the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Overall Coordinators for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact.

- 8.6 **Warrantor's knowledge:** A reference in this Clause 8 or in Schedule 2 to the Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of the Warrantor under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries (or the rights of any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries) against any other person under the same or a similar liability.
- 8.9 **Consideration:** The Warrantor has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be

read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

## 9. RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** Save for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering including pursuant to any exercise of the Over-allotment Option, during the period commencing on the date of this Agreement and ending on, and including, the date falling six months after the Listing Date (the “**First Six-Month Period**”), the Company hereby undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries not to, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and unless in compliance with the Listing Rules:

- 9.1.1 offer, allot, issue, sell, accept subscription for, contract to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, right or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in any H Shares or other equity securities of the Company or any interests in any of the foregoing (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, or any warrants or other rights to subscribe for, any H Shares or other equity securities of the Company or any interests in any of the foregoing), or deposit any H Shares or other equity securities of the Company, with a depository in connection with the issue of depository receipts);
- 9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any H Shares or other equity securities of the Company, or any interest therein (including, without limitation, any securities of which are convertible into or exchangeable or exercisable for, or represent the right to receive, or any warrants or other rights to purchase, any H Shares or other equity securities of the Company, or any interests in any of the foregoing);
- 9.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or

9.1.4 offer to or contract to or agree to or announce, or publicly disclose that the Company will or may enter into any transaction described in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of H Shares or other equity securities of the Company in cash or otherwise (whether or not the issue of such H Shares or other shares or equity securities of the Company will be completed within the First Six-Month Period), provided that the foregoing restrictions shall not apply to the issue of the Shares by the Company pursuant to the Global Offering including pursuant to any exercise of the Over-allotment Option. In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees to or contracts to or announces, or publicly discloses, any intention to, enter into any such transactions, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the H Shares or other securities of the Company.

9.2 **Maintenance of public float:** The Warrantor agrees and undertakes to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, that it will not effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries).

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

## 10. FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them that it will:

10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all requirements of the SEHK, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

- 10.1.1 as soon as practicable, the Company will, in compliance with the Listing Rules, deliver to the SEHK the declaration substantially in the form published in “Regulatory Forms” section of the SEHK’s website, Form F of the Listing Rules acceptable to the SEHK;
- 10.1.2 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.3 making all necessary Approvals and Filings with the Registrar of Companies in Hong Kong, the SEHK, the SFC and the CSRC;
- 10.1.4 making available for inspection on the website of the SEHK at [www.hkexnews.hk](http://www.hkexnews.hk) and on the website of the Company at [www.china-gene.com](http://www.china-gene.com), copies of the documents referred to in the section headed “Appendix VII – Documents Delivered to the Registrar of Companies and Available on Display” of the Hong Kong Prospectus for the period stated therein;
- 10.1.5 complying with the Listing Rules and the CSRC Rules in relation to supplemental listing documents and the filing with CSRC that may have to be issued or made in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement, listing document (as defined in the Listing Rules) or filings with the CSRC in relation to the Global Offering without the prior written consent (such consent not to be unreasonably withheld or delayed) of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters;
- 10.1.6 procuring that (i) each of the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all material respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the White Form eIPO Service Provider, and the Receiving Bank Agreement; and (ii) none of the terms of the appointments of the Hong Kong Share Registrar, the White Forms eIPO Service Provider, the Receiving Bank and the Nominee shall be amended without the prior written consent (such consent not to be unreasonably withheld or delayed) of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); and (iii) at the request of the Overall Coordinators, the arrangements provided for in the Receiving Bank Agreement, the Registrar Agreement and any agreement between the Company and the White Form eIPO Service Provider be varied and/or supplemented in the manner requested by the Overall Coordinators in case of unexpectedly high volume of applications under the Hong Kong Public Offering;
- 10.1.7 procuring that none of the Directors or that the relevant Director uses the best endeavours to procure that none of their respective close associates (as defined in the Listing Rules) will himself or themselves (or through a company controlled by him or them), apply to purchase Hong Kong Offer

Shares either in his or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;

- 10.1.8 procuring that none of the Company, any member of the Group, and/or any of their respective substantial shareholders, directors, officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any non-public material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;
- 10.1.9 without prejudice to Clause 10.1.7, subject to any waiver granted by the SEHK, procuring that no core connected person (as defined in the Listing Rules) of the Company will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any core connected person, controlled company or nominee, it shall as soon as practicable notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries); and
- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;
- 10.1.11 from the date hereof until 5:00 p.m. on the date which is the thirtieth Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise), except for the change or alteration in its capital structure as a result of the Global Offering;

- 10.1.12 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares; and
- 10.1.13 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Sole Sponsor for their review;
- 10.1.14 cooperating with and fully assisting, and procuring members of the Group, and/or any of their respective directors, officers, employees, affiliates, agents, advisors, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, to facilitate its performance of its duties, as the case may be, as a sponsor, an overall coordinator, a sponsor-overall coordinator and/or a capital market intermediary and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules; and
- 10.1.15 giving every assistance, and procuring the members of the Group, and/or any of their respective directors, officers, employees, affiliates, agents, advisors, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules.
- 10.2 **Information:** provide, and shall procure its Directors and officers to provide, to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries all such information known to he/she/it or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or otherwise as may be reasonably required by the Sole Sponsor or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) in connection with the Global Offering for the purposes of complying with any requirements of the Listing Rules, the CSRC Rules and applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK, of the SFC or of the CSRC or of any other relevant Authority) in connection with the Global Offering;

- 10.3 **Receiving Bank, Nominee, H Share Registrar and White Form eIPO Service Provider:** the Company shall use its best efforts to procure that each of the Receiving Bank, the Nominee and the H Share Registrar and the White Form eIPO Service Provider shall do all such acts and things as may be reasonably required to be done by it in connection with the Global Offering and the transactions contemplated herein, including but not limited to providing the Sole Sponsor and the Overall Coordinators with such information and assistance as the Sole Sponsor and the Overall Coordinators may reasonably require for the purposes of determining the level of acceptances under the Hong Kong Public Offering and the basis of allocation of the Hong Kong Offer Shares;
- 10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.4.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;
  - 10.4.2 enter into any commitment or arrangement which in the sole and absolute opinion of the Sole Sponsor and the Overall Coordinators has or will or may have a material adverse effect on the Global Offering;
  - 10.4.3 take any steps which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus and/or the CSRC Filings;
  - 10.4.4 at any time after the date of this Agreement up to and including the Listing Date, amend any of the material terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the Overall Coordinators (such consent shall not be unreasonably withheld or delayed);
  - 10.4.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or the Subsidiary, including, without limitation, the Articles of Association, save for any amendment to reflect the change as a result of the Global Offering or as requested by the Stock Exchange or other Authorities which are entitled to exercise jurisdictions over the Company lawfully or pursuant to the requirements of the Listing Rules; and
  - 10.4.6 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, without the prior written approval of the Sole Sponsor and the Overall Coordinators, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any



amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement.

10.5 **Maintaining listing:** The Company further undertakes that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all applicable requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.6 **Legal and regulatory compliance:**

10.6.1 unless otherwise waived or exempted by the relevant Authorities, complying with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other Authority, the Listing Rules and the Hong Kong Code on Takeovers and Mergers and Share Buy-backs) in all material respects;

10.6.2 procuring that the audited accounts of the Company for the financial year ending December 31, 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Hong Kong Prospectus;

10.6.3 complying with the Listing Rules, the CSRC Rules and/or any other applicable Law to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting any estimated financial information contained in the Hong Kong Prospectus and/or the CSRC Filings, provided that no such disclosure shall be made by the Company without having been submitted to the Sole Sponsor and the Overall Coordinators for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any Law applicable to it;

10.6.4 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (i) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (ii) 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 (iii) maintenance of confidentiality of any Relevant Information;

- 10.6.5 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 Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters and the Capital Market Intermediaries) of such material information to the extent permitted by the applicable Laws;
- 10.6.6 providing to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Overall Coordinators may reasonably require;
- 10.6.7 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.6.8 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus and the CSRC Filings;
- 10.6.9 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, the CSRC and any other relevant Authority in Hong Kong or elsewhere;
- 10.6.10 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.6.11 prior to the expiration of one year after the Listing Date, the Company will not, and will not permit any of their respective “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell any of the Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them;
- 10.6.12 complying with the provisions of Chapter 13 of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;
- 10.6.13 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC,

the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty);

10.6.14 provide to the Overall Coordinators all reasonable assistance to enable them to report and provide the following information to the SFC, the Stock Exchange and the CSRC (to the extent necessary) in a timely manner:

- (a). any instances of material non-compliance with the Listing Rules, the CSRC Rules or such other regulatory requirements or guidance as issued by the Stock Exchange or the CSRC, including placing activities conducted by themselves or the Company;
- (b). any material changes to the information they previously provided to the SFC, the Stock Exchange and the CSRC;
- (c). if any of the Overall Coordinators ceases to act as an Overall Coordinator at any time after its appointment and before completion of the Global Offering, the reasons for ceasing to act as an Overall Coordinator and to provide the Stock Exchange with a confirmation on whether it had any disagreement with the Company; and
- (d). such information as the SFC, the Stock Exchange and the CSRC may require from time to time;

10.6.15 ensure and procure that no rebates have been, directly or indirectly, provided by the Company, the Directors or syndicate members to any placees or investor of the Offer Shares and the consideration payable by them is the same as the final offer price determined by the Company;

10.6.16 comply with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.6.17 comply with and procure its 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 providing each syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of any material changes to information

provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its Directors;

- 10.6.18 provide to or procure for the Overall Coordinators all necessary consents to the provision of the information to them; and
  - 10.6.19 comply, cooperate and assist with record-keeping obligations of the Company, the Overall Coordinators and the Capital Market Intermediaries under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator.
- 10.7 **Internal controls:** ensure that any material issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved in accordance with the recommendations set out in the report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;
- 10.8 **Significant changes:** promptly provide full particulars thereof to the Sole Sponsor and the Overall Coordinators if, at any time up to or on the date falling six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents, the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:
- 10.8.1 inform the SEHK, the SFC and the CSRC (to the extent necessary) of such change or matter if so reasonably required by the Sole Sponsor, the Overall Coordinators, the Underwriters or the Capital Market Intermediaries;
  - 10.8.2 at its expense, prepare documentation containing details of such change or matter if so required by the SEHK or the Sole Sponsor or the Overall Coordinators as soon as practicable and in a form agreed by the Sole Sponsor and the Overall Coordinators, deliver such documentation through the Sole Sponsor to the SEHK for approval and publish such documentation in such manner as the SEHK or the Sole Sponsor or the Overall Coordinators may reasonably require;
  - 10.8.3 at its expense, make all necessary announcements on the websites of SEHK and the Company to avoid a false market being created in the Offer Shares, and

10.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor and the Overall Coordinators (such consent shall not be unreasonably withheld or delayed),

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

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

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

## 11. TERMINATION

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

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

- (a) any local, national, regional or international event, or series of events, or circumstance in the nature of force majeure (including, without limitation, any acts of government, declaration of a national, regional or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks, escalation, mutation or aggravation of diseases (including, without limitation, COVID, SARS, swine or avian flu, H5N1, H1N1, H7N9 and such related/mutated forms), economic sanctions, strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, civil commotion, riots, rebellion, civil commotion, calamity, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, interruptions or delay in transportation) in or affecting Hong Kong, the PRC, the United Kingdom, the United States or the European Union (or any member thereof) (collectively, the “**Relevant Jurisdictions**”);
- (b) any change or development involving a prospective change, or any event or circumstances or series of events likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or

market matters or conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets), in or affecting any of the Relevant Jurisdictions;

- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on SEHK, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange or the Tokyo Stock Exchange;
- (d) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), New York (imposed at the U.S. Federal or New York State level or by any other competent authority), London, the PRC, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions;
- (e) any new Law or regulation or any change or development involving a prospective change in existing Laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or any governmental authority in or affecting any of the Relevant Jurisdictions;
- (f) the imposition of economic sanctions, or the withdrawal of trading privileges, in whatever form, directly or indirectly, by, or for, any of the Relevant Jurisdictions or any other jurisdiction relevant to any member of the Group;
- (g) any valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity unless such repayment or payment is made by the member of the Group voluntarily and disclosed to the Sole Sponsor and the Overall Coordinators prior to the date of this Agreement;
- (h) any change or development involving a prospective change or amendment in or affecting Taxation or foreign exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar, Renminbi, US\$ or Euro against any foreign currencies, a change in the system under which the value of the Hong Kong

dollar is linked to that of the United States dollar, Renminbi, US\$ or Euro is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares;

- (i) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Hong Kong Prospectus, the CSRC Filings or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or the CSRC Rules or upon any requirement or request of SEHK, the SFC and/or the CSRC;
- (j) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened or instigated against any member of the Group, or any Director;
- (k) any contravention by the Company, any member of the Group, or any Director of any applicable Laws and regulations or the Listing Rules;
- (l) any non-compliance of the Hong Kong Prospectus (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws and regulations; or
- (m) any change or prospective change or development, or a materialisation of, any of the risks set out in the section headed “Risk Factors” of the Hong Kong Prospectus,

which, individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries): (1) has or will or may have a Material Adverse Change; (2) has or will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of applications or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering; (3) makes or will make or is likely to make it inadvisable, inexpedient, impracticable or incapable for the Hong Kong Public Offering and/or the International Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offer-Related Documents (as defined below); or (4) has or will or may have the effect of making any material part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Sole Sponsor and the Overall Coordinators that:

- (a) any statement contained in the Hong Kong Prospectus, the Formal Notice and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto (the “**Offer-Related Documents**”) but excluding information relating to the Underwriters) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete in any material respects or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents is not fair and honest and based on reasonable grounds or reasonable assumptions;
- (b) any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries, or any of them) containing any untrue, incorrect or inaccurate in any material respects or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents is not fair and honest and based on reasonable grounds or reasonable assumptions;
- (c) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or misstatement in, any of the Offer-Related Documents and the CSRC Filings;
- (d) there is a material breach of any of the obligations imposed upon the Company under this Agreement or the International Underwriting Agreement (other than upon any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators or the Underwriters), as applicable;
- (e) there is an event, act or omission which gives or is likely to give rise to any material liability of the Company pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement, as applicable;
- (f) there is any Material Adverse Change;
- (g) there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the



warranties given by the Company in this Agreement or the International Underwriting Agreement, as applicable;

- (h) the approval of the Listing Committee of the listing of, and permission to deal in, the H Shares in issue (including the H Shares to be converted from Domestic Shares (as defined in the Hong Kong Prospectus)) and to be issued pursuant to the Global Offering (including any additional H Shares which may be issued pursuant to the exercise of the Over-allotment Option), is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld;
- (i) any person (other than any of the Sole Sponsor) has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears;
- (j) the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;
- (k) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering (including any additional Shares to be issued pursuant to any exercise of the Over Allotment Option);
- (l) the Chairman, any other Director or any other member of senior management of the Company is vacating his or her office;
- (m) any executive Director or member of senior management of the Company as named in the Hong Kong Prospectus is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company;
- (n) there is any order or petition for the winding-up of the Company or any composition or arrangement made by the Company with its creditors or a scheme of arrangement entered into by the Company or any resolution for the winding-up of the Company or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of the Company or anything analogous thereto occurring in respect of any member of the Group; or
- (o) a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by

any cornerstone investors under agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled.

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

11.2.1 subject to Clause 11.2.2 and Clause 11.2.3 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.3, 6.4 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination; and

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

11.2.3 the Company shall forthwith pay to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries as soon as possible the costs, expenses, fees, charges and Taxation set out in Clauses 6.3 and 6.4.

## **12. INDEMNITY**

12.1 **Indemnity:** The Warrantor (“**Indemnifying Party**”) undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries (which, for the avoidance of doubt, include both syndicate CMI and non-syndicate CMI as defined in the Code of Conduct) and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties (as defined below)) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which any such Indemnified Party may suffer or incur or may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to,

any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the OC Announcements, the PHIP, and any notices, announcements, advertisements, press release published on the website of the Company or roadshow materials, communications or other documents issued by or on behalf of the Company relating to or connected with the Company, the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries or any of them);
- 12.1.2 any of the Offering Documents, the OC Announcements, the PHIP, the CSRC Filings or any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Underwriters or any of them), containing any untrue or alleged untrue statement of a material fact, or omitting or being alleged to have omitted to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information in the context of the Global Offering whether required by Law or otherwise, except for (a) the legal name, logo and address of each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, and (b) the name and qualifications of the Sole Sponsor under the section headed "Appendix VII- Statutory and General Information" in the Hong Kong Prospectus;
- 12.1.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Offering Documents, the OC Announcements, the PHIP, the CSRC Filings or any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them), being or alleged to be incomplete or inaccurate in any material respect or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken into account of a fact necessary in order to make it not misleading;

- 12.1.4 the execution, delivery and performance of this Agreement by the Company, and/or the offer, allotment, issue, sale or delivery of the Offer Shares;
- 12.1.5 any breach or alleged breach on the part of the Warrantor of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any action or omission of the Company or any of its directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement;
- 12.1.6 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect;
- 12.1.7 the execution, delivery and performance by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them of their or its obligations and roles under this Agreement or the Offering Documents or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as Sponsor-Overall Coordinator, Overall Coordinators, Capital Market Intermediaries or otherwise, as applicable;
- 12.1.8 any act or omission of any member of the Group in relation to the Global Offering;
- 12.1.9 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering;
- 12.1.10 any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules, the Articles of Association or applicable Laws;
- 12.1.11 any breach or alleged breach by any member of the Group of any applicable Laws in connection with the Global Offering;
- 12.1.12 any Proceeding by or before any Authority having commenced or been threatened or any settlement of any such Proceeding,
- 12.1.13 any breach by the Company of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.14 any other matter arising out of or in connection with the Global Offering.

Provided that the indemnity provided in this Clause 12.1 shall not apply in respect of an Indemnified Party if any such action, claim or proceeding brought against, or any such Losses suffered, incurred or made by, such Indemnified Party to the extent that such Loss or Proceedings is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as case may be) to have been caused out of the gross negligence, wilful default or fraud on the part of such Indemnified Person. The non-application of the indemnity provided for in this Clause 12.1 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents. However, the foregoing shall not exclude any liability of any Indemnified Party for such loss, damage, payment, cost, charge, expense or Taxation as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused by the fraud, wilful default or gross negligence of such Indemnified Party.
- 12.3 **Notice of claims:** If the Indemnifying Party becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clauses 12.1 and 12.2, it shall promptly give notice thereof to the Overall Coordinators (on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve the Indemnifying Party from any liability which the Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Sole Sponsor 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 Proceeding, the Sole Sponsor 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 Proceeding.

The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Party under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. The Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgement. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Party herein shall be in addition to any liability which the Indemnifying Party may otherwise have.

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

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

12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

- 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by the Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by the Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If the Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 12.12 **Rights of Indemnified Parties:** Each of the Indemnified Parties that is not a party to this Agreement shall have the right under the Contracts (Rights of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 12.14) to enforce his or its rights under this Clause 12. For the avoidance of doubt, the relevant Indemnified Parties are not required to obtain consent, written or otherwise, of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries before such person may bring proceedings to enforce the terms of this Clause 12. Save as provided in this Clause 12.12, Indemnified Parties that are not parties to this Agreement will not be entitled

directly to enforce their rights under this Agreement, under the Contracts (Rights of Third Parties) Ordinance or otherwise. Each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries will remain free to agree among themselves to terminate this Agreement to the extent permitted by its terms or to agree to vary any of its terms without the consent of any other Indemnified Parties and none of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries will have responsibility to any other Indemnified Parties under or as a result of this Agreement.

### **13. ANNOUNCEMENTS**

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or despatched by the Warrantor (or by any of its directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) (such approval shall not be unreasonably withheld or delayed) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Discussion with the Sole Sponsor and the Overall Coordinators:** The Company undertakes to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will discuss with the Sole Sponsor and the Overall Coordinators any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company within six months following the date of Prospectus which would conflict in any material respect with any statement in any of the Offering Documents or may contain any material or price sensitive new information with respect to any member of the Group.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

### **14. CONFIDENTIALITY**

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this



Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC and the CSRC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers and auditors of such party under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 reasonably required by any Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter, Capital Market Intermediary or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering, the listing or otherwise to comply with its or their own regulatory obligations; or

14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters and the Capital Market Intermediaries, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries)), such approval not to be unreasonably withheld or delayed,

provided that, in the cases of Clauses 14.2.3 and 14.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this Clause 14 shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

## 15. NOTICES

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

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

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

15.2.5 if sent by email, when dispatched, provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the dispatch of such email.

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

15.3 **Details of contact:** The relevant address, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the Company, to:

Address : No. 23, Eighth Street  
Baiyang Street, Qiantang District  
Hangzhou, Zhejiang Province  
PRC  
Email : project525@china-gene.com  
Attention : Mr. Hu Rong (胡榕)

If to Huatai, to:

Address : 62/F., The Center  
99 Queen's Road Central  
Central, Hong Kong  
Email : project525@htsc.com  
Fax : (852) 2180 9587  
Attention : Project 525 Team

If to CLSA, to:

Address : 18/F, One Pacific Place  
88 Queensway

Hong Kong

Email : project525@clsa.com  
Fax : (852) 2169 0801  
Attention : Project 525 Team

If to any of the Hong Kong Underwriters and the Capital Market Intermediaries, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified opposite the name of such Hong Kong Underwriter in Schedule 1.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 15.3, provided that such notification shall only be effective on:

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

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

## 16. GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

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

16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement, including with respect to its subject matter, existence, negotiation, validity, invalidity, interpretation, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates, arising out of or relating to this Agreement) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under the HKIAC Administered Arbitration Rules (the "Rules") in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the law of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this clause.

16.3 **Joinder of proceedings:** Notwithstanding anything in the provisions of Clause 16, each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and

the Capital Market Intermediaries shall have the sole and absolute right, in circumstances in which they become or are joined as a defendant or third party in any proceedings, to join the Company as a party to those proceedings or otherwise pursue claims against the Company in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

- 16.4 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 16 and of any court of competent jurisdiction in which proceedings may be brought in relation to or in support of such arbitration.
- 16.5 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection (on the grounds of *forum non conveniens* or otherwise) which it may now or hereafter have to the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 16 and to any court of competent jurisdiction in which proceedings may be brought in relation to or in support of such arbitration and further irrevocably agrees that a judgment or order of any such court or an award of such arbitral tribunal shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 16.6 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.7 **Process agent:** The Company irrevocably appoints Ms. Ho Wing Nga (何詠雅) of 46/F, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong as its authorized agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for the Warrantor, the Warrantor shall as soon as practicable appoint a new agent for the service of process in Hong Kong acceptable to the Sole Sponsor and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days from the date on which the original agent ceased acting as agent, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Warrantor, and such appointment shall be effective upon the giving notice of such appointment to the Warrantor. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the Laws. Where proceedings are taken against the Company in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Sole Sponsor and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company, and such appointment shall be effective upon the giving of notice of such appointment to the Company.

16.8 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company may now or hereafter have, or can claim for itself or himself or its or his assets, properties or revenues, any immunity on any grounds under the Laws of any jurisdiction from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or himself or its or his assets, properties or revenues any such immunity (whether or not claimed) under the Laws of any jurisdiction, the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings, and declare that such waiver shall be effective to the fullest extent permitted by such laws.

## 17. GENERAL PROVISIONS

17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

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

17.3 **Assignment:** Each of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Sole Sponsor, Overall Coordinators, Joint Global Coordinator, Joint Bookrunners, Joint Lead Managers Hong Kong Underwriter or Capital Market Intermediaries or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, the Warrantor agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Overall Coordinators, the Joint

Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters and the Capital Market Intermediaries as set forth in this Agreement or constitute a waiver or modification, or result in the loss, of any rights hereunder of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as the case may be, to terminate this Agreement or otherwise prejudice any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by the Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, in the case of the Sole Sponsor, the Sponsor Engagement Letter and in the case of the Overall Coordinators, the OC Engagement Letters, constitutes the entire agreement between the Company, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the appointment of the Sole Sponsor of the Company is in addition to the terms and conditions under the Sponsor Engagement Letter, the appointment of the Overall Coordinators is in addition to the terms and conditions under the respective OC Engagement Letters, and the appointment of the Capital Market Intermediaries is in addition to the terms and conditions under the respective CMIs Engagement Letters, which shall continue to be in force and binding upon the parties thereto. If any terms herein this Agreement are inconsistent with that of the Sponsor Engagement Letter, the respective OC Engagement Letters or the respective CMIs Engagement Letters, the terms in this Agreement shall prevail.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgement currency indemnity:** In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, the Warrantor will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Warrantor and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Taxation:** All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, as applicable. If any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries is required by any Authority to pay any Taxes as a result of this Agreement, the Company will pay an additional amount to such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary so that the full amount of such payments as agreed in this Agreement to be paid to such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary is received by such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary. The Company will further, if requested by such Sole Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or Capital Market Intermediary, use commercially reasonable efforts to give such assistance as such Sole Sponsor, Overall Coordinator,

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

- 17.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter and Capital Market Intermediary (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Hong Kong Underwriters and the Capital Market Intermediaries in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters and the Capital Market Intermediaries or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **Contracts (Rights of Third Parties) Ordinance:** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.13:
- 17.13.1 Indemnified Parties may enforce and rely on Clause 12 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 17.13.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.13.1.
- 17.14 **Further Assurance:** The Company shall from time to time, on being reasonably required to do so by the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong



Kong Underwriters, the Capital Market Intermediaries or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

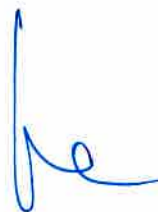
- 17.15 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

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

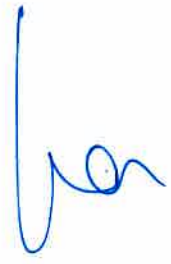
SIGNED by )  
FU HANG (傅航) )  
duly authorized for and on behalf of )  
HANGZHOU JIUYUAN GENE ENGINEERING )  
CO., LTD. )  
(杭州九源基因工程股份有限公司) )



**SIGNED** by Leon Xu )  
for and on behalf of )  
**HUATAI FINANCIAL HOLDINGS (HONG KONG)** )  
**LIMITED** )  
(华泰金融控股(香港)有限公司)



**SIGNED** by Leon Xu )  
for and on behalf of )  
**HUATAI FINANCIAL HOLDINGS (HONG KONG)** )  
**LIMITED** )  
(华泰金融控股(香港)有限公司) )  
As attorney for itself and on behalf of each of the )  
other **HONG KONG UNDERWRITERS** )



**SIGNED** by Li Heung  
for and on behalf of  
**CLSA LIMITED**  
(中信里昂證券有限公司)

)  
)  
)  
)

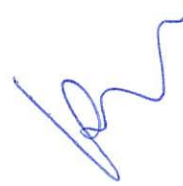
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**SIGNED** by Li Heung )  
for and on behalf of )  
**CLSA LIMITED** )  
(**中信里昂證券有限公司**) )  
As attorney for itself and on behalf of each of the other )  
**HONG KONG UNDERWRITERS** )

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

**SIGNED** by Sze Man Wong  
for and on behalf of **CLSA**  
**LIMITED**  
(中信里昂證券有限公司)

)  
)  
)  
)



**SIGNED** by Sze Man Wong )  
for and on behalf of )  
**CLSA LIMITED** )  
(**中信里昂證券有限公司**) )  
As attorney for itself and on behalf of each of the other )  
**HONG KONG UNDERWRITERS** )





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

<u>Hong Kong Underwriter</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
Huatai Financial Holdings (Hong Kong) Limited (华泰金融控股(香港)有限公司) 62/F, The Center 99 Queen's Road Central, Central Hong Kong	See below	See below
CLSA Limited (中信里昂證券有限公司) 18/F, One Pacific Place 88 Queensway Hong Kong	See below	See below
CMB International Capital Limited (招銀國際 融資有限公司) 45th Floor, Champion Tower 3 Garden Road Central Hong Kong	See below	See below
Ruibang Securities Limited (瑞邦證券有限公 司) 9/F, Sang Woo Building 227 – 228 Gloucester Road, Wan Chai Hong Kong	See below	See below
Patrons Securities Limited (百惠證券有限公 司) Unit 3214, 32/F., Cosco Tower 183 Queen's Road Central Sheung Wan Hong Kong	See below	See below
Total	4,540,000	100%

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

$$A = B/C \times 4,540,000$$

where:

“**A**” is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of a Share shall be rounded to the nearest whole number of Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 4,540,000, and (iii) the number underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

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

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

## SCHEDULE 2 THE WARRANTIES

The Warrantor represents, warrants and undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries and each of them as follows:

### 1 Accuracy and adequacy of information

- 1.1 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is approved, disclosed, or made available by or on behalf of the Company, the Subsidiary and/or any of their respective directors, officers, employees, affiliates or agents, to the Stock Exchange, the SFC, any applicable Authority, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Industry Consultant, the Internal Control Consultant, the International Sanctions Legal Adviser, the ESG Consultant and/or legal and other professional advisors for the Company or the Underwriters in connection with the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation, for the purpose of replying to queries and comments raised by the Stock Exchange, the SFC or any applicable Authority, the information, the answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular, the PHIP, and the CSRC Filings or provided for or in the course of due diligence contained in or referred to in the Verification Notes, or the discharge by the Sole Sponsor, the Overall Coordinators or the Underwriters of their obligations under all applicable Laws (including the CSRC Rules) in connection with the Global Offering, or the discharge by the Sole Sponsor of its obligations as sponsor under the Listing Rule and other applicable Laws, and information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct for Persons Licensed by or Registered with the SFC and the Listing Rules), was so disclosed or made available in full and in good faith and remains complete, true and accurate in all material respects and not misleading.
- 1.2 (A) None of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular and the PHIP contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular and the PHIP (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, including without limitation, any roadshow presentation relating to the Offer Shares, other than the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular or amendments or supplements thereto).
- 1.3 All statements or expressions of opinion, expectation or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, profit forecast, estimated capital expenditures, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) contained in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular, the CSRC Filings and the PHIP and

any individual Supplemental Offering Material (to the extent there are any) (A) have been made after due, careful and proper consideration, (B) are and will remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular, the CSRC Filings and the PHIP and any individual Supplemental Offering Material (to the extent there are any) or otherwise based on reasonable grounds and assumptions, and such grounds and assumptions are and will remain fairly and honestly held by the Company, the Subsidiary and/or any of their respective directors, officers, employees, affiliates or agents, and that there are no other material bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to therein in which such forecasts or estimates are contained, and (C) represent and continue to represent reasonable and fair expectations honestly held based on facts known or which could, upon due and careful enquiry, have been known to the Company, the Subsidiary and/or any of their respective directors, officers, employees, affiliates or agents; there are no other material facts or matters the omission of which would or may make any such expression, statement, forecast or estimate misleading.

- 1.4 No material information was withheld from the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the International Sanctions Legal Adviser, the ESG Consultant and/or the legal advisors for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange or the SFC).
- 1.5 The Offering Documents and the PHIP contain or include, or will contain or include (A) all information and particulars required to be contained or included therein to comply with all statutory and other provisions, including, without limitation, the Companies Ordinance, the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority) and (B) all such material information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the Subsidiary, taken as a whole, and the rights attaching to the H Shares.
- 1.6 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the OC Announcements, the Formal Notice) and all filings and submissions provided by or on behalf of the Company, the Subsidiary, and/or any of their respective promoters, directors, officers, employees, affiliates or agents to the CSRC, the Stock Exchange, the SFC and/or any relevant Authority have complied or will comply with all applicable Laws.
- 1.7 Each of the CSRC Filings is and remains complete, true and accurate in all respects to the extent applicable at the time when it was made and not misleading, and does not omit any information which would make the statements therein, in light of the circumstances under which they were made, misleading in any respect.
- 1.8 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent

applicable, with Chapter 4.14 of the Guide for New Listing Applicants in respect of Rule 9.08 of the Listing Rules.

1.9 Without prejudice to any of the other Warranties:

- 1.9.1 the statements contained in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed “Future Plans and Use of Proceeds”, including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantor and the Directors arrived at after due, proper and careful consideration and enquiry;
- 1.9.2 the statements contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP relating to the Group’s indebtedness as at close of business on September 30, 2024 are complete, true, accurate in all material respects and not misleading in light of the circumstances under which they were made and all material developments in relation to the Company’s indebtedness have been disclosed;
- 1.9.3 the statements relating to working capital contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made;
- 1.9.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made;
- 1.9.5 the statements relating to the Group’s marketed products, drug candidates, product pipeline, research and development capabilities, production capabilities, intellectual property rights, patents, clinical or other testing or trial results of its product candidates and the intended indication of each product candidate contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Business” are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made;
- 1.9.6 the statements contained in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP (A) under the sections headed “Share Capital” and “Appendix V – Summary of Articles of Association”, insofar as they purport to describe the terms of the Offer Shares, (B) under the section headed “Regulatory Overview”, insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Group, (C) under the section headed “Appendix VI – Statutory and General Information”, insofar as they purport to describe the provisions of the Laws and documents referred to therein, and (D) under the section headed “Appendix V – Summary of Articles of Association”, insofar as they purport to describe the material provisions of the Articles and Association, are a fair summary of the relevant terms, Laws, regulations and documents in all material respects;

- 1.9.7 the interests of the Warrantor and its directors in the share capital of the Company and in contracts with the Company and the Subsidiary are fully and accurately disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP;
- 1.9.8 the statements contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made and represent the true and honest belief of the Warrantor and its directors arrived at after due, proper and careful consideration, and there are no other material risks or other matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the H Shares which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP;
- 1.9.9 the statements relating to the total amount of fees paid or payable to the Sole Sponsor, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular are complete, true and accurate in all material respect and not misleading in light of the circumstances under which they were made; and
- 1.9.10 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantor and its directors and all statements and information provided by or on behalf of the Warrantor and its directors in connection with any application or submission to or correspondence with the Stock Exchange, the SFC or other applicable Authority, was so given by a person 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, complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made; all such supporting documents prepared or supplied by or on behalf of the Warrantor or its directors (or any of them) or any employee of any member of the Group have been given or prepared in good faith and with due care and attention.

## **2 The Company and the Group**

- 2.1 The Company has the authorized and issued share capital as set forth in each of the Hong Kong Prospectus and the Disclosure Package in the section headed “Share Capital”, and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, are owned by the existing shareholders and in the amounts specified in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right or the Articles of Association and are subject to no Encumbrance or adverse claims at the time of issuance.
- 2.2 The Company, has been duly incorporated, is capable of suing and being sued and is validly existing as an exempted company with limited liability in good standing under PRC Laws, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Disclosure Package, the Final Offering Circular and the PHIP, to execute and deliver, and perform all of its obligations and undertakings under each of this Agreement, the International Underwriting

Agreement and the Operative Documents and to perform its obligations thereunder, to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents and the business licence of the Company, if applicable, comply with the requirements of PRC Laws and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents and the business registration certificate of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules).

- 2.3 The Company and the Subsidiary are duly qualified in all respects to transact business in each jurisdiction where any such qualification is required by applicable Laws (by virtue of its business, ownership or leasing of properties or assets or otherwise) and is in good standing in each applicable jurisdiction.
- 2.4 (A) The Company has no subsidiaries, jointly-controlled companies and associated companies other than those as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Appendix I – Accountants’ Report”; (B) the Company owns all of the issued or authorized share capital or other equity interests of or in the Subsidiary; (C) other than the share capital or other equity interests of or in the Subsidiary, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity, except as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular; (D) the registered capital (in the form of shares or otherwise) of the Subsidiary has been duly and validly established, all of such registered capital has been validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and, to the extent owned by the Company, is owned by the Company subject to no Encumbrance or adverse claims; and (E) except as disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; (F) the Subsidiary is a legal person with limited liability and the liability of the Company in respect of equity interests held in the Subsidiary is limited to its investment therein; and (G) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, none of the members of the Company’s board of directors or management (where applicable) own, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group, and (H) except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, there are no outstanding securities issued by the Company convertible into or exchangeable for, rights, warrants or options to acquire from the Company or the Subsidiary or subscribe for, or obligations of the Company or the Subsidiary to issue or grant, share capital of or debentures or direct interests in the Company or the Subsidiary and there is no agreement or commitment outstanding which calls for the allotment, issue or transfer of, or accords to any person the right to call for the allotment or issue of, any shares or debentures in, or other securities of, the Company or the Subsidiary.

- 2.5 Each member of the Group has been duly incorporated, established, registered or organised and is validly existing as a legal person with limited liability and in good standing under the Laws of the jurisdiction of its incorporation, establishment, registration or organisation, is capable of suing and being sued, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the articles of association and other constituent or constitutive documents and the business licence (if applicable) of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, establishment, registration or organisation, and are in full force and effect. Each of the members of the Group that is a PRC person has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or to be in material default under applicable PRC Laws and has timely received all requisite certifications from each applicable PRC Authority.
- 2.6 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, taken as a whole, as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 2.7 No member of the Group has entered into any agreement for the establishment of any company or undertaking in which any member of the Group will, or agrees to own or control, a majority interests, except as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.

### 3 Offer Shares

- 3.1 The ultimate legal and beneficial owners of the Shares, prior to the issuance of the Offer Shares by the Company for subscription under the Global Offering, are fully and accurately disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 3.2 The Offer Shares have been duly and validly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Company's Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP and, in particular, will 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 will be freely transferrable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the Joint Global Coordinators or the International Underwriters). The Offer Shares, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof



pursuant to the Laws of the relevant jurisdictions or the Articles of Association or other constituent or constitutive documents or the business registration certificate of the Company or any agreement or other instrument to which the Company is party; no holder of Offer Shares after the completion of the Global Offering is or will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder. There are no limitations on the rights of holders of the Offer Shares to hold, vote or transfer their securities.

- 3.3 As of the Listing Date, the Company will have the authorized and issued share capital as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the sections headed "Share Capital", and, assuming the full exercise of the Over-allotment Option, as of the relevant settlement date for the Option Shares, the Company will have the authorized and issued capital as set forth in each of the Hong Kong Prospectus and the Disclosure Package in the sections headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and each such description is complete, true, accurate and not misleading; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under PRC Laws.
- 3.4 Except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, there are no restrictions (whether under the Articles of Association or under PRC Laws) on subsequent transfer of Offer Shares subscribed for or purchased under the Global Offering.
- 3.5 The classification of the share capital of the Company, the definition and existence of different classes of the Shares and the rights and obligations attached to each class of the Shares do not violate or in contradiction to any Laws in any material respect. The statements relating to each class of the Shares contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Share Capital" are complete, true and accurate in all material respects and not misleading.

#### **4 This Agreement and Operative Documents**

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Hong Kong Public Offering Documents, the Operative Documents and any other documents required to be executed by the Warrantor pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been duly authorised, executed and delivered by the Warrantor and, when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Warrantor, enforceable in accordance with its terms.
- 4.2 The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular in the sections headed, respectively, "Structure of the Global Offering" and "Underwriting", as applicable, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

#### **5 Global Offering**

- 5.1 All necessary authorizations and/or waivers have been obtained from the holders of existing issued shares in the capital of the Company to enable the Global Offering to be consummated pursuant to this Agreement and the International Underwriting Agreement and to enable the Offer Shares to be issued to the applicants under the Global Offering in

the manner described in the Hong Kong Prospectus, Disclosure Package, the Final Offering Circular and the PHIP, and the Company has power under the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party to issue the Offer Shares pursuant to the Global Offering in the manner described in the Hong Kong Prospectus, Disclosure Package, the Final Offering Circular and the PHIP without any further sanction.

- 5.2 The Company will have sufficient Shares to permit the issue of the Offer Shares pursuant to the Global Offering and Option Shares pursuant to the Over-allotment Option and any full exercise of the general mandate to issue Shares as described in the section headed “Appendix VI – Statutory and General Information” in the Hong Kong Prospectus and the PHIP, and will have full power under the Articles of Association to issue the Offer Shares and the Option Shares and the general mandate as referred to above and such Shares will, when allotted and issued, be properly allotted and issued in accordance with the terms of the Global Offering, the Over-Allotment Option, or the general mandate as referred to above.
- 5.3 Except as disclosed in all of the Hong Kong Prospectus and the PHIP, there are no contracts, agreements or understandings between the Company and any person that would give rise to a claim against the Company or any Underwriter for a brokerage, commission, finder’s fee or other like payment in connection with the Global Offering.

## **6 No conflict, compliance and approvals**

- 6.1 None of the Warrantor nor the Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business licence where applicable, (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets, except as would not, in the case of clauses (B) and (C), individually or in the aggregate, result in a Material Adverse Change.
- 6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the listing of the H Shares on the Stock Exchange, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Warrantor or any member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group, where applicable, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected,

or (C) any Laws applicable to any member of the Group or any of its properties or assets, except as would not, in the case of clauses (B) and (C), individually or in the aggregate, result in a Material Adverse Change.

- 6.3 Approval in principle has been obtained from the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange and there is no reason to believe that such approval has not been revoked, suspended or modified.
- 6.4 Except for the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange and the requisite registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong, all Approvals, Filings (including approval from the CSRC of the filing in relation to the Listing dated June 4, 2024 (the “**CSRC Approval**”)), consents, authorization, qualification, order, registration, submissions, postings, and applications, under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warrantor or the Subsidiary or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares, the execution or delivery by the Company of this Agreement, the International Underwriting Agreement or the Operative Documents or the performance by the Company of its obligations hereunder or thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement or the Operative Documents, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 6.5 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 6.6 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 6.7 Except as described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) no person has the right, contractual or otherwise, to cause the Warrantor to issue or sell to it any Shares or any securities of the Company, (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other securities of the Company and (C) no person has the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares; and (D) no person has the right, contractual or otherwise, to cause the Warrantor to include any Shares or any other securities of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in the Relevant Jurisdictions.
- 6.8 Except as described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) the Warrantor and the Subsidiary have, in all material respects, (i) conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto, where applicable, and (ii) each obtained or made and holds and is in compliance with all Approvals and Filings under any Laws

applicable to, or from or with any Authority having jurisdiction over, the Warrantor or the Subsidiary or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; (C) all such Approvals and Filings are valid and in full force and effect, and none of the Warrantor and the Subsidiary is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, and, to the Company's best knowledge after due and careful inquiry, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could materially prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional material expenditures; and (D) no Authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that have resulted or could reasonably be expected to result, individually or in the aggregate, a Material Adverse Change; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified in all material respects, all penalties have been paid and all recommendations have been adopted in all material respects, except, in the case of clauses (A), (B) and (C), as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.

- 6.9 (A) The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed "Future Plans and Use of Proceeds" are complete, true and accurate in all material respects and not misleading; and (B) except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and except for the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong and the final approval from the SEHK for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, have been obtained or made, or will be obtained or made with no material impediment, and any failure to obtain such Approvals and Filings would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association or other constituent or constitutive documents or the business licence of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any member of the Group is a party or

by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets, except as would not, in the case of clauses (ii) and (iii), individually or in the aggregate, result in a Material Adverse Change.

## 7 Accounts and other financial information

7.1 The Reporting Accountants, who have audited or reviewed certain audited and unaudited consolidated financial statements and unaudited financial information of the Group is included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

7.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP give a true, complete and fair view of the consolidated financial position of the Company and the Subsidiary as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and the Subsidiary for the periods specified, and have been prepared in conformity with the Hong Kong Financial Reporting Standards (“**HKFRSs**”) issued by the Hong Kong Institute of Certified Public Accountants and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the bases set out in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP and are presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein, and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto) (and all other pro forma financial statements, information and data, if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP that are not included as required; and (E) the Company and the Subsidiary do not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

7.3 (A) The prospective information (i) included in the profit forecast as set forth in the board memorandum of profit forecast for the year ending December 31, 2024 (the “**Profit Forecast Memorandum**”) and working capital forecast for the year ending December 31, 2025 (the “**Cash Flow Forecast Memorandum**”, together with the Profit Forecast

Memorandum, the “**Forecast Memoranda**”) and (ii) included in the estimated capital expenditures and projected working capital as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the sections headed “Financial Information - Indebtedness” and in the Profit Forecast Memorandum and the Cash Flow Forecast Memorandum (collectively, the “**Prospective Financial Information**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company’s knowledge after due and careful inquiry and has been prepared on the bases and assumptions stated in each of the Hong Kong Prospectus, the Disclosure Package, the PHIP and the Forecast Memoranda, as the case may be, and in accordance with the Company’s accounting policies described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP consistently applied; and (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the Prospective Financial Information, and (ii) reflect, for each relevant period, a fair and reasonable estimate or forecast by the Company of the events, contingencies and circumstances described therein.

- 7.4 The unaudited management financial information of the Group as of September 30, 2024 and for the period from July 1, 2024 to September 30, 2024 and other accounting records of the Company and the Subsidiary (A) have been properly written up and give a true and fair view of and reflect in conformity with the accounting policies of the Company and HKFRSs, all the transactions entered into by the Company or the Subsidiary or to which the Company or the Subsidiary was a party during the period from July 1, 2024 to September 30, 2024, (B) contain no material inaccuracies or discrepancies of any kind, and (C) present fairly the financial position of the Company and the Subsidiary as of September 30, 2024 and the results of operations of the Company and the Subsidiary for the period from July 1, 2024 to September 30, 2024; and there has been no material change in share capital, increases in interest-bearing bank borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in latest audited consolidated balance sheet of the Group as of June 30, 2024 included in the Hong Kong Prospectus.
- 7.5 The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Financial Information – Material Accounting Policies” are complete, true and accurate in all material respects and not misleading and fairly describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company’s financial condition and results of operations (“**Critical Accounting Policies**”), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies, and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the board of directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company’s legal advisers and the Reporting Accountants with regard to such selection, application and disclosure.
- 7.6 The statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP in the section headed “Summary – Recent Development” are complete, true and accurate in all material respects and not misleading and accurately and fairly describe all material developments, trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that could reasonably be expected to have a Material Adverse Change on the business operations or the financial and trading position of the Group, and there are no other material

developments or matters associated with the business operations or the financial and trading position of the Group that occurred since June 30, 2024 which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

- 7.7 Each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP accurately and fairly describes (A) all trends, developments, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that has occurred or the Company believes would affect liquidity of any member of the Group or would otherwise have a Material Adverse Change and could reasonably be expected to occur, (B) all material indebtedness (actual or contingent) of the Company or its Subsidiary or its or their related parties, and (C) all material off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; none of the Warrantor nor the Subsidiary has any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Warrantor or the Subsidiary, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of the Warrantor or the Subsidiary or the availability thereof or the requirements of the Warrantor or the Subsidiary for capital resources.
- 7.8 Both the Profit Forecast Memorandum and the Cash Flow Forecast Memorandum have been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, have been prepared after due and careful enquiry and on the bases and assumptions stated in such memoranda which the Directors honestly believe to be fair and reasonable and (A) all statements of fact in the Profit Forecast Memorandum and the Cash Flow Forecast Memorandum are complete, true and accurate in all material respects and not misleading, (B) all expressions of opinion contained in the Profit Forecast Memorandum and the Cash Flow Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reserves in accordance with the Company's accounting policies at the time envisaged by such memoranda will be received; and (C) there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum and the Cash Flow Forecast Memorandum.
- 7.9 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters or the Capital Market Intermediaries for the purposes of their review of the forecasts of profit and

earnings per Share and the unaudited pro forma adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.10 All historical financial information contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP (other than in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus or is derived from the relevant accounting records of the Company and the Subsidiary which the Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

## **8 Indebtedness and material obligations**

- 8.1 Except otherwise disclosed in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the Company's best knowledge after due and careful inquiry, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of any member of the Group by reason of default of such member of Group or any other person or under any guarantee given by any member of the Group, (E) there are no material outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, and (F) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

- 8.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business licence or in any debenture or other deed or document binding upon it; (B) no member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to such member of the Group, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the best knowledge of the Company, no event has occurred, and no circumstances exist, in relation to any material investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted or



pledged to the Company or the Subsidiary from or by any Authority in consequence of which the Company or the Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

- 8.3 Neither the Company nor the Subsidiary has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk.

## 9 Subsequent events

- 9.1 Except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to such member of the Group, (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 such member of the Group, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to such member of the Group, 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) other than in the ordinary course of business, made any sale or transfer of any material tangible or intangible asset, any mortgage or pledge or the creation of any security interest, lien, or Encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets, (G) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, or (H) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (G) above.

- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) no member of the Group has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or any action, order or decree of any Authority; (B) each member of the Group 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; (C) each member of the Group has continued to pay its creditors in the ordinary course of business and on arms' length terms; and (D) there has been no Material Adverse Change in the relations of the Group's business with its suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of the said business or of the Group as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Group as a whole.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change, (B) except in the ordinary course of business, any transaction, agreement or arrangement which is material to the Company and the 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 the Subsidiary which is material to the Company and the Subsidiary, taken as a whole, (D) except for exercise of

the Over-Allotment Option, any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.

## 10 **Assets and business**

- 10.1 Except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, (A) each of the Company and the Subsidiary has valid and good title (including, where relevant, valid granted long term land use rights and building ownership rights) to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all Encumbrances, except such as would not, individually or in the aggregate, result in a Material Adverse Change; (B) each real property or building or personal property or asset, as applicable, held under lease by the Company or the Subsidiary is held by it under a lease in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and would not reasonably be expected to, individually or in the aggregate, materially and adversely interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiary has occurred and is continuing or is likely to occur under any of such leases; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (i) may be materially adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (ii) which may materially and adversely affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; if the Subsidiary is a lessor under any such lease, the Subsidiary has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the real property or building or personal property or asset, as applicable, that is the subject of such lease; (C) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may materially and adversely interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by any member of the Group; (D) the use of all properties owned or leased by the Company or the Subsidiary is in accordance with its permitted use under all applicable Laws in all material respects; (E) neither the Company nor the Subsidiary owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material, except as reflected in the audited consolidated financial statements of the Company and the Subsidiary included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the Subsidiary to carry on the business of the Company and the Subsidiary in the manner described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; and (F) each of the Company and the Subsidiary does not have any existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests.

- 10.2 The description of the assets and properties of the Group contained in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP is true and accurate in all material respects and not misleading.
- 10.3 (A) The Company and the Subsidiary own rights, title and interest in and to, free of Encumbrances, or have obtained (or can obtain on reasonable terms) licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP as being owned or licensed or used by them and such rights and licenses held by each member of the Group in any Intellectual Property comprises all the rights and licenses that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted or to the development, manufacture, operation, and sale of any current or currently proposed products and services sold or proposed to be sold by the Company or the Subsidiary; (B) each agreement pursuant to which the Company or the Subsidiary has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiary have complied with the terms of each such agreement which is in full force and effect in all material respects, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiary has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement that is material to the Group as a whole; (C) to the Company’s best knowledge after due and careful inquiry, there is no threatened or pending action, suit, proceeding, or claim to the contrary or any challenge by any other person to the rights of the Company or the Subsidiary challenging the validity, enforceability or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; to the Company’s best knowledge after due and careful inquiry, there are no third parties who have or will be able to establish rights to any Intellectual Property, except for the ownership rights of the owners of the Intellectual Property as disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; to the Company’s best knowledge after due and careful inquiry, there is no infringement by third parties of any Intellectual Property; (D) none of the Company nor the Subsidiary nor any discoveries, inventions, drug candidates, products or processes of the Company and the Subsidiary described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP has infringed or is infringing the intellectual property of a third party including any discovery, invention, product or process that is the subject of a patent application filed by any third party, and none of the Company nor the Subsidiary has received notice of a claim by a third party to the contrary nor are there any facts which could form a reasonable basis for any such claim, except as would not, individually or in the aggregate, result in a Material Adverse Change; (E) there is no pending or, to the Company’s best knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or the Subsidiary infringes or otherwise violates, or would, upon the commercialization of any drug candidates being under development as described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are, to the Company’s best knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (F) to the Company’s best knowledge after due and careful

inquiry, there is no prior act, disclosure, publication or commercial activity that may render any patent or patent application within the Intellectual Property unpatentable, unenforceable or invalid that has not been disclosed to any Authority in the PRC (or any relevant jurisdiction) having jurisdiction over intellectual property matters; (G) the material Intellectual Property is valid and subsisting, and none of material Intellectual Property has been adjudged invalid or unenforceable, in whole or in part; (H) the Company and the Subsidiary have taken reasonable steps in accordance with customary industry practice to maintain the confidentiality of the Intellectual Property, including trade secrets, the value of which to the Company or the Subsidiary is contingent upon maintaining the confidentiality thereof, except where failure to take such steps would not, individually or in the aggregate, result in a Material Adverse Change, and there has not been any unauthorized disclosure of the same, except where failure to take such steps would not, individually or in the aggregate, result in a Material Adverse Change; (I) the Company and the Subsidiary have taken reasonable steps necessary to secure the interests of the Company or the Subsidiary in the Group Intellectual Property purported to be owned by the Company or the Subsidiary from any employees, consultants, agents or contractors that developed (in whole or in part) such Intellectual Property, except where failure to take such steps would not, individually or in the aggregate, result in a Material Adverse Change; (J) none of the material technology employed by the Company or any of the other members of the Group has been obtained or is being used by the Company or any of the other members of the Group in violation of any contractual obligation binding on the Company or any of the other members of the Group or, upon any officers, directors or employees of the Company or any of the other members of the Group, except as would not reasonably be expected to have a Material Adverse Change; (K) the products proposed or described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, if any, as under development by the Company or the Subsidiary fall within the scope of the claims of one or more patents or patent applications owned by, or exclusively licensed to, the Company or the Subsidiary.

10.4 The statements as set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed “Business – Intellectual Property Rights” are true and accurate in all material respects and not misleading.

10.5 (A) All information technology assets and equipment, computer systems, technology platforms, communications systems, networks, websites, applications, databases, software and hardware which are currently owned, licensed or used by the Company or the Subsidiary (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the Subsidiary as currently conducted or as proposed to be conducted; (B) the Company and the Subsidiary either legally and beneficially own, or have obtained licences for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or the Subsidiary has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiary have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiary has occurred and is continuing or, to the best knowledge of the Warrantor, is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and the Subsidiary are maintained and operated by the Company and the Subsidiary and are not

wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiary; (E) in the event that the persons providing maintenance or support services for the Company and the Subsidiary with respect to the Information Technology cease or are unable to do so, the Company and the Subsidiary have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and the Subsidiary; (G) each member of the Group has in place procedures to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) each member of the Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant member of the Group; (I) each of the Group has, in all material respects, complied and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable law, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; (J) there has been no security breach or attack or other compromise of or relating to the Company's or the Subsidiary's Information Technology systems that would result in a Material Adverse Change; and (K) the Group have implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data (“**Personal Data**”)) used in connection with their respective businesses, and there have been no breaches, violations, outages or unauthorized uses of or accesses to same, which have resulted in or are reasonably expected to result in a Material Adverse Change.

## 11 **Compliance with employment and labor Laws**

11.1 Save as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, each of the Company and the Subsidiary is, in all material respects, in compliance with the labor and employment Laws and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organization.

11.2 Except as disclosed in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or as required by applicable Laws, (A) no member of the Group has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) where any member of the Group participates in, or has participated in, or is liable to contribute to any such schemes, the Group has complied with the requirements to make contributions to such schemes in accordance with the terms thereof in all material respects and does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; where there are such outstanding payment obligations or unsatisfied liabilities (the details of which have been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP), the Group has set aside sufficient funds to satisfy such obligations or liabilities; (C) there are no material amounts owing or promised to any present or former directors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (D) no directors or senior management or key employees of any member of the Group have given or been given notice terminating their

contracts of employment; there are no proposals to terminate the employment of any directors or key employees of any member of the Group or to vary or amend their key terms of employment (whether to their detriment or benefit); (E) no member of the Group has any outstanding material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (F) no material liability has been incurred by any member of the Group for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any member of the Group; (G) neither the Company nor the Subsidiary has any redundancy plans with respect to its employees which are to be implemented in the three years following the date hereof, which are reasonably expected to result in a Material Adverse Change; and each of the pension schemes complies with and has been operated in accordance with all applicable laws and regulations and the rules of the relevant scheme in all material respects.

- 11.3 All contracts of service or contracts for services, and consultancy agreements in relation to the employment of the Group's directors and 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 member of the Group and the subsisting contracts of service to which any member of the Group is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or, to the Company's best knowledge after due and careful inquiry, threatened or capable of arising against the relevant member of the Group, brought by the directors or the senior managers or the employees of the Company, in respect of any accident or injury not fully covered by insurance; each member of the Group has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all material terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.
- 11.4 Except as would not, individually or in the aggregate, result in a Material Adverse Change, there is (i) no dispute with the directors or employees of the Company or the Subsidiary and no strike, labour dispute, slowdown or stoppage or other conflict with the directors or employees of any member of the Group pending or, to the Company's best knowledge after due and careful inquiry, threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) no existing, or, to the Company's best knowledge after due and careful inquiry, imminent or threatened labour disturbance by the employees of any of the principal suppliers or contractors of any member of the Group, and there have been and are no violations of any applicable labour and employment Laws of Relevant Jurisdictions by any member of the Group or, to the best of the Company's knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any member of the Group.

## 12 **Cybersecurity, Data Protection and State Secrets**

- 12.1 (A) Each of the Company and the Subsidiary has complied with, in all material respects, all applicable cybersecurity, data protection and privacy, confidentiality and archive administration Laws (collectively, the "**Data Protection Laws**"), internal and external

policies, and contractual requirements, guidelines and industry standards; (B) neither the Company nor the Subsidiary has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws, internal and external policies, and contractual requirements, guidelines or industry standards or prohibiting the transfer of data to a place outside the relevant jurisdiction, except such alleged breach or claim would not, individually or in the aggregate, result in a Material Adverse Change, nor have the Company and the Subsidiary been required by applicable Data Protection Laws or contract to notify in writing, any person or entity of any breach of applicable Data Protection Laws or information security-related incident, except as would not, individually or in the aggregate, result in a Material Adverse Change; (C) neither the Company nor the Subsidiary has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws, internal and external policies, and contractual requirements, guidelines and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data in the previous two years and there is no outstanding order against the Company or the Subsidiary in respect of the rectification or erasure of data; and (D) no warrant has been issued authorizing the data protection Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or the Subsidiary for the purposes of, *inter alia*, searching them or seizing any documents or other material found there.

- 12.2 The Group has implemented and maintained commercially reasonable controls, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all Personal Data) used in connection with their businesses, and there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same.
- 12.3 The Company and the Subsidiary have not experienced an information security incident that has compromised the Personal Data stored on the Information Technology which has resulted in a Material Adverse Change, and there has been no loss, damage, or unauthorized access, disclosure, use, or breach of security of the Information Technology or any information in the possession, custody, or control, or otherwise held or processed on behalf of the Company and the Subsidiary, in each case as would, individually or in the aggregate, reasonably be expected to have a Material Adverse Change.
- 12.4 (A) Neither the Company nor the Subsidiary is, or is expected to be classified as, a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC; (B) neither the Company nor the Subsidiary 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 other relevant Authorities; (C) neither the Company nor the Subsidiary has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or other relevant Authorities or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (D) the Company is not aware of any pending or, to the Company’s best knowledge after due and careful inquiry, threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the CAC, the CSRC or other relevant Authorities on the Company or the Subsidiary or any of their respective directors, officers and employees; and (E) the Company is not aware of any

pending or, to the Company's best knowledge after due and careful inquiry, threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or the Subsidiary or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules).

- 12.5 (A) The Company and the Subsidiary do not involve and have not involved any state secrets under PRC Laws; and (B) neither the Company nor the Subsidiary has been informed or investigated by any party, and there is no reason to believe, that any of its specific information or access, usage or storage of specific information or business operations are subject to any state secrets Laws of the PRC; and (C) the Company has provided the Sole Sponsor, the Overall Coordinators, the Underwriters and the Reporting Accountants with full and unrestricted access to all books and records and other information which are necessary for them to perform their respective roles and obligations in relation to the Company's listing of H Shares on the Stock Exchange.

### 13 **Compliance with environmental Laws**

- 13.1 Except as would not, individually or in the aggregate, result in a Material Adverse Change, the Company and the Subsidiary and their respective properties, assets and operations are in compliance with, and each of the Company and the Subsidiary has obtained or made and holds and is in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below); there are no past, present or, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the Company's best knowledge after due and careful inquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

### 14 **Insurance**

- 14.1 The Company and the Subsidiary maintain insurance covering their respective businesses, operations, properties, assets and personnel with insurers of recognized financial responsibility as the Company reasonably deems adequate, in such amounts and covering such risks to an extent which is prudent in accordance with customary industry practice and as are generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement. Except in cases which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change, (A) all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the



Company and the Subsidiary; (B) the Company and the Subsidiary are in compliance with the terms of all such insurance and there are no claims by the Company or the Subsidiary under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause. Neither the Company nor the Subsidiary has any reason to believe that it will not be able to (A) renew its existing insurance coverage as and when such policies expire or (B) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms. Neither the Company nor the Subsidiary has been refused any material insurance coverage sought or applied for and as far as the Company is aware after due and careful enquiry there are no circumstances likely to give rise to such refusal; none of the Group's policies of insurance are subject to any special or unusual terms or restrictions or to the payment of any premium which has been significantly increased as a result of claims history.

- 14.2 The description of the Group's insurance coverage contained in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP is true, accurate in all material respects and not misleading.
- 14.3 To the Company's best knowledge after due and careful inquiry, nothing material has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of the Company or the Subsidiary has or may become void or voidable and the Company or the Subsidiary is entitled to the full benefits of such insurances. No material claim under any insurance policies taken out by the Company or the Subsidiary is outstanding.

## 15 **Internal control**

- 15.1 Each of the Company and the Subsidiary has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental authorities as and when required by them and financial statements in compliance with HKFRSs and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the Subsidiary 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 HKFRSs, and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the Subsidiary, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; the current management information and accounting control systems of the Company and the Subsidiary have been in operation for at least two years during which neither the Company nor the Subsidiary has experienced any material difficulties with regard to clauses (A) through (F) above; there are no material weaknesses or significant deficiencies in the internal controls of the Company and the Subsidiary over accounting and financial reporting and no changes in the internal controls of the Company and the Subsidiary 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 the Subsidiary over accounting and financial reporting.

- 15.2 Each of the Company and the Subsidiary has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or the Subsidiary is made known in a timely manner to the Company's board of Directors and management by others within those entities, and (B) the Company and its board of Directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information (as defined and required in the Securities and Futures Ordinance) and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).
- 15.3 None of the deficiencies and issues identified in the internal control report would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of any member of the Group to comply with any applicable Laws. Any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant in connection with the Global Offering have been or are expected to be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of Directors with all applicable Laws in all material respects, and no such issues have materially and adversely affected, or could reasonably be expected to, individually or in the aggregate, materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 15.4 The statutory books, books of account and other records of whatsoever kind of each member of the Group are in the proper possession, up-to-date and contain complete and accurate records as required by applicable Laws in such books and no notice or allegation on the accuracy and rectification has been received; all accounts, documents and returns required by applicable Laws to be prepared, delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority in any jurisdiction have been duly and correctly prepared, delivered or made.

## 16 **Compliance with bribery, money laundering and sanctions Laws**

- 16.1 None of the Company, the Subsidiary or any of their respective directors, officers, or to the Company's best knowledge, any of their agents, representatives, affiliates or employees has (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) 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, to any "**government official**" (including any officer or employee of a government or any department, agency, or instrumentality thereof,

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), political party, party official or candidate for political office in the Relevant Jurisdictions to influence official action or secure an improper advantage; (C) made or authorized any contribution, payment or gift of funds or property to any government official, political party, party official or candidate for public office in the Relevant Jurisdictions, 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 Laws of any relevant governmental authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the “**FCPA**”) or (D) made, offered, agreed, requested, or taken an act in furtherance of, 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 the Company or the Subsidiary, as applicable; the Company, the Subsidiary and their respective directors, officers, agents, representatives, affiliates and employees have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the relevant provisions of 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, the United Kingdom Bribery Act of 2010 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 all applicable Anti-Bribery Laws and with the representation and warranty contained herein; none of the Company, the Subsidiary, any director, officer or, to the Company’s best knowledge after due and careful inquiry, any employee of the Group, or any agent, affiliate or other person or acting on behalf of the Group engaged in any activity or conduct that has violated, would violate or is in violation of any provision of the Anti-Bribery Laws.

16.2 The Company, the Subsidiary, and their respective directors, officers, and to the best knowledge of the Company, agents, representatives, affiliates and employees are conducting and have conducted their operations at all times in compliance with applicable anti-money laundering and anti-terrorism financing Laws, financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of Hong Kong, the PRC, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA PATRIOT Act**”) (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, (collectively, the “**Anti-Money Laundering Laws**”), and the Company has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the Company’s best knowledge after due and careful inquiry, threatened.

16.3 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 by this

Agreement, the use of proceeds of the Global Offering, or the provision of services contemplated by this Agreement to the Company will result in violation (including, without limitation, by the Underwriters) of any Anti-Bribery Laws, Anti-Money Laundering Laws or Sanctions (as defined below).

- 16.4 (A) None of the Company, the Subsidiary, nor any of their respective director or officer, nor any employee, agent or affiliate or other person acting on their behalf (a) is subject to, or controlled, or is 50% or more owned in the aggregate by any individuals or entities that are currently the subject of, any economic or trade sanctions or restrictive measures enacted, administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, His Majesty's Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”); (b) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions (including, for the avoidance of doubt, Afghanistan, Cuba, Iran, North Korea, Syria, Russia and the Crimea region and the occupied territories in the so-called People's Republic of Donetsk and People's Republic of Luhansk of Ukraine, Zaporizhzhia and Kherson regions) (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity, (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise); and (B) the Company, the Subsidiary, and their respective directors, officers, agents, representatives, affiliates and employees are in compliance with all Sanctions and neither the Company nor the Subsidiary, nor any of their respective director or officer, nor any employee, agent or affiliate or other person acting on behalf of the Company or the Subsidiary has engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country.

## 17 **Experts**

- 17.1 Each of the experts named in the section headed “Appendix VI – Statutory and General Information – D. Other Information – 6. Qualifications of Experts” of the Offering Documents 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 granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Prospectus, Disclosure Package, the Final Offering Circular and the PHIP and has not withdrawn its consent.
- 17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Industry Consultant, the International Sanctions Legal Advisor, and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry and

none of the Company or the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no material information was withheld from the Reporting Accountants, the Industry Consultant, the International Sanctions Legal Advisor, and any counsel for the Company, the Sole Sponsor, the Joint Global Coordinators or the Underwriters, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Offering Documents and the PHIP) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

## **18 Provision of information**

18.1 The Company (including, without limitation, their respective affiliates, agents and representatives, and any person acting on their behalf, other than the Underwriters in their capacity as such) (A) has not, without the consent of the Sole Sponsor and the Overall Coordinators, made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not, without the consent of the Sole Sponsor and the Overall Coordinators, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material.

18.2 None of the Company, the Subsidiary and/or any of their respective substantial shareholders, directors, officers, employees, affiliates, advisors and/or agents has (whether directly or indirectly, formally or informally, in writing or verbally) provided any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or the Subsidiary that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular or publicly available, to any research analyst.

## **19 Statistical or market data**

19.1 All statistical or market-related or operational data included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP that come from the Company, have been derived from the records of the Company and the Subsidiary using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP that come from sources other than the Company are based on or derived from sources described therein which are reliable and accurate and agree with such sources, and the Company has obtained the written consent to use such data from such sources to the extent required.

## **20 Material contracts**

20.1 All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or the Subsidiary is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been or will be so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC. No material contracts which have not been so disclosed and filed will, without the written consent of the Sole Sponsor and the Joint Global Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date. With respect to material contracts disclosed in each of the Hong Kong

Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or filed therewith as material contracts with the Registrar of Companies in Hong Kong, (A) the Company and the Subsidiary are in compliance with the terms of the material contracts to which each is a party in all material respects, (B) neither the Company nor the Subsidiary has been informed by any counterparties to its material contracts that the Company or the Subsidiary is in breach of any terms thereof, nor have any issues been raised by such counterparties suggesting that the Company or the Subsidiary may be in breach of such contracts, (C) neither the Company or the Subsidiary, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and no such termination or non-renewal has been threatened by the Company or the Subsidiary or, to the Company's best knowledge after due and careful inquiry, any other party to any such material contract.

- 20.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed "Appendix VI – Statutory and General Information – B. Further Information About Our Business – 1. Summary of Material Contracts" has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms. The disclosure of such material contracts in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP is true and accurate in all material respects and not misleading.
- 20.3 Except in cases which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change, (A) no member of the Group is in breach of or in default nor has any event occurred which, without giving of notice or seeking approval, would result in a default under any loan or credit agreement or other evidence of indebtedness; (B) no circumstance has arisen such that any person is now entitled to require payment of any indebtedness nor has any security in respect of such indebtedness become enforceable by reason of default by any member of the Group; (C) no person to whom any indebtedness of any member of the Group which is repayable on demand is owned has demanded or, to the Company's best knowledge after due and careful inquiry, threatened to demand repayment of, or to take steps to enforce any security for the same.
- 20.4 Except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, neither the Company nor the Subsidiary has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or the Subsidiary (as relevant) on six months' notice or less).
- 20.5 Except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, neither the Company nor the Subsidiary is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.
- 20.6 There are no relationships or transactions not in the ordinary course of business between the Company or the Subsidiary, on one hand, and their respective suppliers on the other hand.
- 20.7 To the Company's best knowledge after due and careful inquiry, the Company does not have any reason to believe that any supplier of any member of the Group that is material to

the Group as a whole is considering ceasing to deal with the Company or the Subsidiary or modifying other terms of or reducing the extent or value of, its dealings with the Company or the Subsidiary contrary to the manner disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular in all material respects or in a manner materially inconsistent with its past dealings with the Group.

- 20.8 Neither the Company nor the Subsidiary is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 20.9 Neither the Company nor the Subsidiary is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or the Subsidiary has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 20.10 None of the Directors, directors of the Subsidiary or their respective associates, either alone or in conjunction with or on behalf of any other person, is interested in any business that is in competition with the business of any member of the Group to the extent that there could be a conflict of interests between such Director or such director of the Subsidiary, as the case may be, or any of his or her or its associates (as the term is defined in the Listing Rules) and the general body of shareholders of the Company, nor is any of the Directors or any of the directors of the Subsidiary interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or the Subsidiary. None of the Directors, any director of the Subsidiary, or any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or the Subsidiary which is subsisting on the Listing Date and which is material in relation to the business of the Company or the Subsidiary.

## 21 **Historical Changes**

- 21.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the members of the Group (the “**Historical Changes**”) as set forth in the sections of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed, respectively, “History, Development and Corporate Structure” are complete, true and accurate in all material respects and not misleading.
- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or the Subsidiary pursuant to (A) the Articles of Association or other constituent or constitutive documents or the business licence of the Company or the Subsidiary, or (B) any indenture,

mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Company or the Subsidiary is a party or by which the Company or the Subsidiary is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or the Subsidiary or any of their respective properties or assets, except as would not, in the case of clauses (B) and (C), individually or in the aggregate, result in a Material Adverse Change. Neither the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents has rendered any member of the Group liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountants' Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, except in cases which would not materially affect the liquidity or capital resources of the Company or the Subsidiary.

- 21.4 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings, except as would not, individually or in the aggregate, result in a Material Adverse Change.
- 21.5 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.
- 21.6 There are no actions, suits, proceedings, investigations or inquiries pending or, to the Company's best knowledge after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Historical Changes as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed "History, Development and Corporate Structure".

## 22 **Pre-IPO Investments**

- 22.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Prospectus and the PHIP headed "History, Development and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.



- 22.2 (A) All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Pre-IPO Investments have been unconditionally obtained or made; and (B) all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed.
- 22.3 The Pre-IPO Investments are in compliance with the Chapter 4.2 of the Guide for New Listing Applicants.

## 23 **Connected Transactions**

- 23.1 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP relating to the Connected Transactions are complete, true and accurate in all material respects, and there are no material facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which have not been disclosed in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular; (B) all information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of the Company to the Sole Sponsor, the Overall Coordinators, the Underwriters, the Reporting Accountants, the legal and other professional advisors to the Underwriters, the Stock Exchange and/or the SFC was so disclosed or made available in full and in good faith and, except as subsequently disclosed in both the Disclosure Package and the Final Offering Circular or notified to the SEHK and/or the SFC, was and remains complete, true and accurate in all material respects, and there is no other material information which has not been provided the result of which would make the information so received misleading; (C) the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP or notified to the Sole Sponsor and the Overall Coordinators have been entered into and carried out, and will be carried out, in the ordinary course of business and on commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, in coming to their view, have made due and proper inquiries and investigation of such Connected Transactions; (D) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP so long as the agreement or the arrangement relating thereto is in effect, and shall inform the Sole Sponsor and the Overall Coordinators promptly should there be any breach of any such terms before or after the listing of the Shares on the SEHK; (E) the Connected Transactions and each of the related agreements as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and in full force and effect; and (F) the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP was and will be carried out by the Group in compliance with all applicable Laws.
- 23.2 Except as disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of the Subsidiary) is or will be outstanding between the Company or the Subsidiary, on the one hand, any current or former director or any officer of the Company

or the Subsidiary, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.

## 24 Taxation

- 24.1 All material applicable returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company or the Subsidiary for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any material dispute with any taxing or other Authority and, to the Company's best knowledge after due and careful inquiry, there are no circumstances giving rise to any such dispute; all Taxes due or claimed to be due from the Company and the Subsidiary have been duly and timely paid, other than those being contested in good faith by appropriate legal actions, suits or proceedings; there is no deficiency for Taxation of any material amount that has been asserted against the Company or the Subsidiary; the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or the Subsidiary was then or could reasonably be expected thereafter to become or has become liable. The statements set forth in the section of each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP headed "Financial Information" and "Regulatory Overview", insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading.
- 24.2 Except as otherwise disclosed in the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or the Subsidiary by any Authority ("**Preferential Tax Treatments**") as disclosed in each of the Disclosure Package and the Final Offering Circular, is valid and in full force and effect; neither the Company nor the Subsidiary has received notice of any deficiency in their respective applications for their Preferential Tax Treatments that would have affected the granting of their Preferential Tax Treatments, and the Company is not aware of any reason why the Company or the Subsidiary may not qualify for, or be in compliance in all material respects with the requirements for, their Preferential Tax Treatments.
- 24.3 Except as described in all of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or the Subsidiary in the Relevant Jurisdictions, or to any taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the Joint Bookrunners or purchasers procured by the International Underwriters or the Joint Bookrunners in the manner contemplated in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular, (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited or (F) the sale, transfer or other disposition or delivery of any Shares, including any realised or unrealised capital gains arising in connection with such sale, transfer or other disposition, or (G) the transactions contemplated under the Historical Changes completed prior to the date hereof.

24.4 Neither the Company nor the Subsidiary is a party to any transaction or arrangement under which it or they may be required to pay for any asset or services or facilities of any kind an amount which is in excess of the price that parties dealing on an arm's length basis would be willing to pay for such asset or services or facilities or will receive any payment for any asset or services or facilities of any kind that it has supplied or provided or is liable to supply or provide which is less than the price that parties dealing on an arm's length basis would be willing to supply or provide such asset or services or facilities.

24.5 Neither the Company nor the Subsidiary has been or is currently the subject of an enquiry into transfer pricing by any taxing or other Authority and, to the Company's best knowledge after due and careful inquiry, no taxation authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

## **25 Directors and Shareholders**

25.1 Subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if any, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.

25.2 Except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, none of the directors of the Company or the Subsidiary, or to the Company's best knowledge, the shareholders (who or which to the best knowledge of the Directors owned more than 5% of the Company's issued share capital) or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the Track Record Period, directly or indirectly, interested in the Group's five largest suppliers.

## **26 Dividends**

26.1 The subscribers or purchasers of Offer Shares issued or sold under the Global Offering will be entitled to participate in all dividends or other distributions which may be declared, paid or made on or in respect of the H Shares at any time on or after the Listing Date.

26.2 Except as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company may, under the Laws of Hong Kong, be payable in Hong Kong Dollar and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority, and, are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of the Relevant Jurisdictions, or any Taxation or other Authority thereof or therein.

26.3 The Subsidiary is not currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the share capital or other equity interests of or in the Subsidiary, from repaying to the Company any loans or advances to the Subsidiary from the Company or from transferring any of the properties or assets of the Subsidiary to the Company.

## **27 Litigation and other proceedings**

27.1 There are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or, to the Company's best knowledge after due and

careful inquiry, threatened or contemplated to which the Company or any of its directors, officers or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Law that has been enacted, adopted or issued or, that has been proposed by any Authority, and (C) no judgment, decree or order of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or any development involving a prospective Material Adverse Change, in or affecting the assets, liabilities, business, general affairs, management, prospects, Shareholders' equity, revenues, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Subsidiary, taken as a whole, or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement, the Operative Documents and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the Operative Documents and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be described in any of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP but are not so described. No such actions, and no other disputes existed or was outstanding at any time within the period of 12 months, preceding the date of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP (whether or not now resolved) which, if the same had not been resolved would or would have been likely to have a Material Adverse Change, and notwithstanding it is now resolved or withdrawn, resulted from circumstances, or is or was otherwise of a nature, which should reasonably be viewed as significant to the Group now or in the future.

- 27.2 None of the Company nor the Subsidiary, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent the Company, where applicable, or the Subsidiary, (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over the Company or the Subsidiary or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company, where applicable, or the Subsidiary, or (C) to bring an adverse effect on the completion of the Global Offering.
- 27.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in material dispute with the other parties to such joint venture or shareholders' agreement and, to the Company's best knowledge 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.
- 27.4 No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorized act or breach of any obligation imposed by or pursuant to any Laws or contract and no such claim remains outstanding against any such member.

## 28 **Market conduct**

- 28.1 None of the Company nor the Subsidiary and their respective directors, officers, nor to the Company's best knowledge after due and careful inquiry, employees, agents, affiliates (within the meaning of Rule 501(b) under the Securities Act) or controlling persons, nor any person acting on behalf of any of them, as applicable, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Joint Global Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do or engage

in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC or any other Authority including those in relation to bookbuilding and placing activities. For the avoidance of doubt, the appointment of the Stabilizing Manager under the Global Offering as disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP should not be deemed as breach of any representation under this paragraph.

- 28.2 None of the Company nor the Subsidiary, nor their respective directors, officers, nor to the Company's best knowledge after due and careful inquiry, employees, agents, affiliates (within the meaning of Rule 501(b) under the Securities Act) or controlling persons, nor any person acting on behalf of any of them (except the Underwriters or any person acting on their behalf), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation in violation of applicable Laws or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions including Parts XIII and XIV of the Securities and Futures Ordinance; or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilizing Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the Over-allotment Option shall not constitute a breach of this paragraph. For the avoidance of doubt, the appointment of the Stabilizing Manager under the Global Offering as disclosed in each of the Hong Kong Prospectus, the Disclosure Package the Final Offering Circular and the PHIP should not be deemed as breach of any representation under this paragraph.

## 29 **Immunity**

- 29.1 None of the Company, the Subsidiary nor any of the properties, assets or revenues of the Company or the Subsidiary is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards; the irrevocable and unconditional waiver and agreement of the Company in Clause 16.7 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of the Relevant Jurisdictions.

## 30 **Choice of law and dispute resolution**

- 30.1 The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of the Relevant Jurisdictions; the Company can sue and be sued in their own names under the Laws of the Relevant Jurisdictions; the agreement by the Company to the submission of any dispute arising out of or in connection with this Agreement to arbitration in accordance with Clause 16 of this Agreement, the irrevocable submission by the Company to the jurisdiction of any court of competent jurisdiction in which proceedings

are permitted to be brought pursuant to Clause 16 of this Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding in any court of competent jurisdiction in which proceedings are permitted to be brought pursuant to Clause 16 of this Agreement, the waiver and agreement not to plead an inconvenient forum, the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of the Relevant Jurisdictions and will be respected by the courts of the Relevant Jurisdictions. Service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the Relevant Jurisdictions are concerned, to confer valid personal jurisdiction over the Company; any judgment or arbitral award obtained in any court or rendered by an arbitral tribunal pursuant to the terms of, and arising out of or in relation to the obligations of the Company under, this Agreement, will be recognised and enforced in the courts of the Relevant Jurisdictions.

- 30.2 It is not necessary under the Laws of the Relevant Jurisdictions that any of the International Underwriters or Hong Kong Underwriters or the Joint Bookrunners (other than those incorporated, registered, or organised under the Laws of the Relevant Jurisdictions) should be licensed, qualified or entitled to carry out business in the Relevant Jurisdictions (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

### 31 **Professional Investor**

- 31.1 The Company has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Company”, and “we” or “us” or “our” shall mean the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries.

### 32 **No other arrangements relating to sale of Offer Shares**

- 32.1 Except pursuant to this Agreement and the International Underwriting Agreement, there are no contracts, agreements or understandings between any member of the Group and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company or the Subsidiary or any Underwriter for brokerage commissions, finder’s fees, broker’s or agent’s commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.
- 32.2 None of the Company nor the Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements. Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor the Subsidiary, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants.

32.3 Neither the Company, the Subsidiary, 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 an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular. No member of the Group nor any director, 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 Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.

### 33 **United States aspects**

33.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters or the Joint Bookrunners in the manner contemplated in this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements, and in each of the Hong Kong Public Offering Documents, the Disclosure Package and the Final Offering Circular.

33.2 None of the Company nor any of their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of (i) any “general solicitation” or “general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) any “directed selling efforts” within the meaning of Rule 902 under the Securities Act.

33.3 None of the Company, any of its affiliates and any person acting on behalf of any of the foregoing (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the Offer Shares in a manner that would require the registration under the Securities Act of the Offer Shares; the Company will not, and will not permit its affiliates or any person acting on its behalf (other than the International Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the Offer Shares in a manner which would require the registration under the Securities Act of the Offer Shares.

33.4 Within the six months immediately preceding the date of this Agreement, none of the Company nor any of its affiliates nor any person acting on behalf of the Company has offered or sold to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold to the International Underwriters hereunder; the Company will take reasonable precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect

the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by the International Underwriting Agreement as transactions exempt from the registration provisions of the Securities Act.

33.5 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.

33.6 There is no “substantial U.S. market interest” within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

#### **34 Directors and Officers**

34.1 Any certificate signed by any director or officer of the Company or of the Subsidiary and delivered to the Sole Sponsor or the Joint Global Coordinators or the Joint Bookrunners or the Joint Lead Managers or the Capital Market Intermediaries or any Underwriter or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor or Joint Global Coordinators or Joint Bookrunners or Joint Lead Managers or Capital Market Intermediaries or each Underwriter.

34.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company and the Sole Sponsor, and such authority and confirmations remain in full force and effect.

34.3 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

34.4 The Directors have been duly and validly appointed and are the only directors of the Company.

34.5 Except as disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP, none of the Directors has a service contract with any member of the Group which is required to be disclosed in the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and the PHIP.

34.6 There are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or the Subsidiary to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and the Subsidiary or any of their respective family members or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest; and neither the Company nor the Subsidiary has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit,



in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or the Subsidiary.

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

**Part A**

1. Two certified true copies of the resolutions of the Board:
  - 1.1 approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
  - 1.2 approving the Global Offering and any issue of H Shares pursuant thereto;
  - 1.3 approving and authorizing the issue of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular, the Final Offering Circular and the Formal Notice;
  - 1.4 approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
  - 1.5 approving the Verification Notes.
2. Two certified true copies of the written resolutions of each of the shareholders of the Company in relation to the Global Offering as referred to in Appendix VI to the Hong Kong Prospectus:
3. Two copies of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorized attorneys using digital signatures supported by a digital certificate recognized in Hong Kong, generated within the validity of that certificate and used in accordance with the terms of that certificate and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney using digital signatures.
4. Two certified true copies or signed originals of each of the responsibility letters and statements of interests signed by each of the Directors (except as already provided in item 4 above).
5. Two certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Appendix VI – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts” (other than this Agreement) of the Hong Kong Prospectus duly signed by the parties thereto.
6. Two copies of the certificate of authorization of registration of the Hong Kong Public Offering Documents from the SEHK.

7. Two copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Offering Documents under section 342C of the Companies (Winding Up and Miscellaneous Provision) Ordinance.
8. Two copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
9. Two signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Sole Sponsor and the Overall Coordinators).
10. Two signed originals of the accountant's report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.
11. Two signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets and fully diluted forecast earnings per Share, the text of which is contained in Appendix II to the Hong Kong Prospectus.
12. Two signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
13. Two signed originals of the Hong Kong arrangement letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial information disclosed in the Hong Kong Prospectus.
14. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial information disclosed in the Hong Kong Prospectus.
15. Two certified true copies or originals of the memorandum on the profit forecast for the year ending December 31, 2024 and the working capital forecast for the year ending December 31, 2025 approved by the Board.
16. Two signed originals of the legal opinion from Zhejiang T&C Law Firm, the Company's legal adviser as to PRC Laws, dated the Hong Kong Prospectus Date

and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and in respect of (i) the properties leased by the Group and (ii) the establishment, business and legal status of the Group under PRC Law, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

17. Two signed originals of the sanctions memorandum from Hogan Lovells, the Company's legal adviser as to international sanctions laws dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
18. Two signed originals of the legal opinion from King & Wood Mallesons, the Underwriters' legal adviser as to PRC Laws dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
19. Two signed originals of the legal opinion and/or report prepared by Hiways Law Firm, Company's legal adviser as to PRC intellectual property law dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
20. Two signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.
21. Two copies of the report from the ESG consultant, dated the Hong Kong Prospectus Date.
22. Two signed originals of the letter from each of the experts stated in the section headed "D. Other Information – 7. Consents of Experts" in Appendix VI to the Hong Kong Prospectus, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their report and letter in the form and context in which they are included.
23. Two copies of the internal control report from the Internal Control Consultant.
24. Two signed original of the Receiving Bank Agreement duly signed by the parties thereto.
25. Two certified true copies of the FINI agreement duly signed by the parties thereto.
26. Two certified true copies of the Registrar Agreement duly signed by the parties thereto.
27. Two certified true copies of the Articles of Association.
28. Two certified true copies or originals of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.

29. Two certified true copies of each of the certificate given by the relevant translator relating to the translation of the Hong Kong Prospectus and a certificate by iOne Financial Press Limited as to the competency of such translator.
30. Two certified true copies of the compliance adviser agreement between the Company and the compliance adviser.
31. Two certified copies of each of the following:
  - (a) the business license of the Company;
  - (b) the certificate of registration of the Company under Part 16 of the Companies Ordinance;
  - (c) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong); and
  - (d) the letter of appointment or service contract of each of the Directors.
32. Two copies of notification issued by the China Securities Regulatory Commission on the Company's completion of the PRC filing procedures.

## Part B

1. Two signed originals of the Regulation S comfort letter from the Reporting Accountant, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the International Underwriters), in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover, without limitation, the various financial information disclosed in each of the Disclosure Package and the Final Offering Circular.
2. Two signed originals of the Hong Kong bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the International Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial information disclosed in the Hong Kong Prospectus.
3. Two signed originals of the legal opinion from Zhejiang T&C Law Firm, the Company's legal adviser as to PRC Laws dated the Listing Date, addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
4. Two signed originals of the closing legal opinion from King & Wood Mallesons, the legal adviser to the Underwriters as to PRC Laws dated the Listing Date, addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
5. Two signed originals of the sanctions memorandum from Hogan Lovells, the Company's legal adviser as to international sanctions laws dated the Listing Date and addressed to the Sole Sponsor and the Overall Coordinator for themselves and on behalf of the Hong Kong Underwriters), in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
6. Two signed originals of the legal opinion from Cooley HK, the legal adviser to the Company as to United States Laws, addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, on and among other things, that it is not necessary to register the Shares under the U.S. Securities Act of 1993 and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
7. Two signed originals of the legal opinion from Cooley HK, the legal adviser to the Company as to Hong Kong Laws, addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

8. Two signed originals of the legal opinion from Allen Overy Shearman Sterling, one of the Underwriters' legal advisers as to United States Laws, addressed to the Sole Sponsor and the Overall Coordinators (for and on behalf of the Underwriters) and dated the Listing Date, on and among other things, that it is not necessary to register the Shares under the U.S. Securities Act of 1993 and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
9. Two signed originals of the legal opinion of Jia Yuan Law Office, one of the Underwriters' legal advisers as to Hong Kong Laws, addressed to the Sole Sponsor and the Overall Coordinators (for and on behalf of the Underwriters) dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
10. Two signed originals of the legal opinion of Allen Overy Shearman Sterling, one of the Underwriters' legal advisers as to Hong Kong Laws, addressed to the Sole Sponsor and the Overall Coordinators (for and on behalf of the Underwriters) dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
11. Two signed originals of the legal opinion and/or report prepared by Hiways Law Firm, Company's legal adviser as to PRC intellectual property law dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
12. Two signed originals of the certificate of the Executive Director, the chairman of the Board and the general manager of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
13. Two signed originals of the certificate of the financial controller of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular that are not comforted by the Reporting Accountants.
14. Two signed original certificates issued by the joint company secretaries of the Company, dated the Listing Date, in the form set forth in an exhibit of the International Underwriting Agreement.
15. Two certified true copies of the Price Determination Agreement duly signed by the parties thereto.
16. Two certified true copies of the resolutions of the Board or board committee of the Company relating to the Global Offering approving, inter alia, the determination of the Offer Price and the basis of allocation and the allotment and issue of Offer Shares to the allottees.
17. Two copies of the letter from the SEHK approving the listing of the Shares.





## SCHEDULE 4 SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at [www.eipo.com.hk](http://www.eipo.com.hk) or by giving electronic application instructions through the CCASS Internet System (<https://ip.ccass.com>) complying in all respects with the terms set out in the section headed "How to Apply for the Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "**Hong Kong Sub-underwriter's Application**").
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

**SCHEDULE 5  
ADVERTISING ARRANGEMENTS**

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

Name of Publication	Date of Advertisement
SEHK website	November 20, 2024

**SCHEDULE 6**  
**PROFESSIONAL INVESTOR TREATMENT NOTICE**

**Part A – If you are an Institutional Professional Investor:**

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO (“**Institutional Professional Investor**”). You will inform us promptly in the event any information you have given us ceases to be true and accurate.
  
2. Since you are an Institutional Professional Investor, certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”) and other Hong Kong regulations are not applicable (or may be waived or agreed otherwise). We have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 2.1 Information about clients
    - (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
    - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
    - (iii) assess your knowledge of derivatives and characterise you based on your knowledge of derivatives;
  
  - 2.2 Client agreement
    - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
  
  - 2.3 Information for client
    - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
    - (ii) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;
    - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
    - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
    - (v) disclose transaction related information as required under paragraph 8.3A of the Code;

## 2.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
  - (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

### **Part B – If you are a Corporate Professional Investor that meets the requirements under paragraph 15.3A of the Code:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”) and you meet the requirements under paragraph 15.3A of the Code. We have categorized you as a Corporate Professional Investor based on the information you have given us. We are treating you as a Corporate Professional Investor for the following products and markets: Hong Kong equities.

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);

- 1.2 a corporation having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;
  - 1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance;
  - 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and
  - 1.5 a partnership with a portfolio of no less than HK\$ 8 million or total assets of not less than HK\$40 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.
2. As a consequence of your categorization as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code, we are exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code (summarized below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as a Corporate Professional Investor and to dispense with the relevant requirements).
3. By entering this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and hereby consent to being treated as a Corporate Professional Investor for the following products and markets: Hong Kong equities. You understand and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 3.1 Information about clients

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
- (iii) assess your knowledge of derivatives and characterise you based on your knowledge of derivatives;

### 3.2 Client agreement

- (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

### 3.3 Information for client

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (ii) inform you about our business or the identity and status of employees and others acting on our behalf with whom you will have contact;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (v) disclose transaction related information as required under paragraph 8.3A of the Code;

### 3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (ii) explain the authority described under paragraph 2.4(i) of Part B of this Schedule and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
5. 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.
6. By entering into this Agreement, you hereby agree and acknowledge that we will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and

Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**Part C – If you are (a) an Individual Professional Investor; or (b) a Corporate Professional Investor that does not meet the requirements under paragraph 15.3A of the Code:**

7. You are a Professional Investor by reason of your being (a) within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”) or (b) a Corporate Professional Investor while you do not meet the requirements under paragraph 15.3A of the Code. You will inform us promptly in the event any information you have given us ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- 1.1 any individual, either alone or with any of his or her associates on a joint account, having a portfolio of not less than HK\$ 8 million or its equivalent in any foreign currency at the relevant date or:
- (i) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
  - (ii) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date.
8. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Professional Investor and hereby consent to being treated as a Professional Investor in respect of all investment products and markets.

You understand and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

- 8.1 inform you about our business and the identity or status of employees and others acting on our behalf with whom you will have contact;
- 8.2 promptly confirm the essential features of a transaction after effecting a transaction for you; and
- 8.3 provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
9. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
10. By entering into this Agreement, you hereby agree and acknowledge that we will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and

Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

11. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this paragraph 5 of Part C of this Schedule.