

YANG LIGUO

杨利国

AND

及

CHINA ZHENG TONG AUTO SERVICES HOLDINGS LIMITED

中国正通汽车服务控股有限公司

SUBSCRIPTION AGREEMENT

股份认购协议

IN RESPECT OF

关于

319,888,000 NEW SHARES OF

319,888,000 股新股

CHINA ZHENG TONG AUTO SERVICES HOLDINGS
LIMITED

中国正通汽车服务控股有限公司

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THIS AGREEMENT is made on 25 July 2024

本协议于 2024 年 7 月 25 日签订。

BETWEEN:

介于：

- (1) **China ZhengTong Auto Services Holdings Limited**, a company incorporated in the Cayman Islands with limited liability whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and whose principal place of business is at Flat C, 32/F, Lippo Centre Tower 1, 89 Queensway, Hong Kong (the "**Company**"); and

中国正通汽车服务控股有限公司，一家在开曼群岛成立的有限责任公司，其注册地址为 Cricket Square, Hutchins Drive, P. O. Box 2681, Grand Cayman KY1-1111, 开曼群岛，其主要营业地为 Flat C, 32/F, 89 Queensway, 香港（“公司”）；及

- (2) **YANG LIGUO**, an individual subscriber, HKID number: R729107(7) (the "**Subscriber**").

杨利国，一名个人认购方，其香港身份证号码为：R729107(7)（“认购方”）。

WHEREAS:

鉴于：

- (A) The Company is a company incorporated in the Cayman Islands and has an authorised share capital of HK\$2,000,000,000 divided into 20,000,000,000 shares of HK\$0.1 each (the "**Shares**"), of which, as at the date hereof, 2,867,102,420 are in issue and are fully paid or credited as fully paid.

公司为一家在开曼群岛成立的公司，其法定股本为 HK\$2,000,000,000，分为 20,000,000,000 股股份，每股 HK\$0.1（“股份”），于本协议日期，其中 2,867,102,420 股股份已发行及已缴足股款或入账列为已缴足股款。

- (B) All of the Shares are listed on the HKSE (as defined below).

所有股份均在香港证券交易所（定义见下文）上市。

- (C) The Company has agreed to issue, and the Subscriber has agreed to subscribe for 319,888,000 new Shares upon and subject to the terms and conditions set out in this Agreement.

公司已同意根据本协议的条款及条件发行，且认购方已同意根据本协议的条款及条件认购 319,888,000 股新股份。

IT IS AGREED as follows:

各方兹协议如下：

1. INTERPRETATION

释义

1.1 In this Agreement:

在本协议中：

"acting in concert" has the meaning given to it in the Takeovers Code and **"act in concert"** shall be construed accordingly.

“一致行动”具有收购守则规定的含义，并且“一致行动”应作相应的解释。

"Affiliate" means: (a) with respect to any person (other than the Company), any other person's Controlling, Controlled by or under common Control with such person. (b) with respect to the Company, any other person Controlled by or under common Control with the Company.

“关联方”系指：（a）就任何主体（公司除外）而言，控制该主体的、受该主体控制的、或与该主体同受另一主体控制的任何其他主体的实体。（b）就公司而言，受公司控制或与公司同受另一主体控制的任何其他主体。

"Applicable Shares" means the Subscription Shares (as adjusted for any sub-division or consolidation of Shares), together with any Shares or other securities issued or received after the Completion Date and attributable to and derived from such Subscription Shares.

“适用股份”系指认购股份（就股份的任何分拆或合并进行调整），连同在完成日后发行或获得的归属于且源自于该等认购股份的任何股份或其他证券。

"Authorisation" means any license, permit, consent, authorisation, permission, clearance or approval of any Authority or any other person.

“授权”系指任何政府机关或任何其他主体的任何执照、许可、同意、授权、准许、通过或批准。

"Authority" means any competent governmental, administrative, supervisory, regulatory, judicial, determinative, disciplinary, enforcement or tax raising body, authority, agency, board, department, court or tribunal of any jurisdiction (including any relevant securities exchange) and whether supranational, national, regional or local.

“政府机关”系指任何司法管辖区（包括任何相关证券交易所）的任何主管的政府、行政、监管、司法、决策、纪律、执行或征税机构、机关、机构、委员会、部门、法院或审裁处（包括任何相关证券交易所）。

"Board" means the board of Directors.

“董事会”系指董事会。

"Business" means the business of the Group as currently conducted by the Group as at the date of this Agreement.

“业务”系指集团于本协议签订之日目前开展的业务。

"Business Assets" means all the assets of the Group and any assets used by or in connection with the Business or which are necessary for the operation of the Business as it is currently conducted.

“业务资产”系指集团的所有资产及业务所使用的、或与之相关的、或为运作目前的业务所需的任何资产。

"Business Day" means a day on which licensed banks are open for business in Hong Kong (other than a Saturday, Sunday or a public holiday or a day on which a tropical cyclone warning No. 8 or above or a "black rainstorm warning signal" is hoisted or remains hoisted in Hong Kong at any time between 9:00 am and 5:00 pm).

“营业日”系指香港持牌银行开放提供营业的任何日期（但星期六、星期日或公众假期或于上午九时至下午五时期间任何时间在香港悬挂或保持悬挂 8 号或以上热带气旋警告或“黑色暴雨警告信号”的日期除外）。

"China" or the **"PRC"** means the People's Republic of China, which for the purpose of this Agreement excludes Hong Kong, the Macau Special Administrative Region and Taiwan.

“中国”系指中华人民共和国，为本协议之目的，不包括香港、澳门特别行政区及台湾地区。

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

“公司条例”系指《公司条例》（香港法例第 622 章）。

"Completion" means the completion of the subscription of the Subscription Shares in accordance with Clause 5 and the performance by the Parties of their respective obligations under Clause 5.

“完成”系指根据第 5 条认购股份的认购完成以及双方各自在第 5 条项下义务的履行。

"Completion Date" means the date fixed for Completion pursuant to Clause 5.1.

“交割日”系指根据第 5.1 条确定的完成日期。

"Conditions Precedent" means the conditions precedents set forth in Clause 3.

“先决条件”系指第 3 条所列的先决条件。

"Confidential Information" has the meaning given to it in Clause 14.1.

“保密资料”具有第 14.1 条赋予其的含义。

"Control" means:

“控制”系指：

- (a) in relation to a corporate person: (i) direct or indirect ownership or control of more than 50% of the outstanding voting securities of such corporate person; (ii) the ability to appoint or remove a majority of the directors of the board (or equivalent governing body) of such person; (iii) the right to control the votes at a meeting of the board of directors (or equivalent governing body) of such person; or (iv) the ability to direct or cause the direction of the management and policies of such person (whether by contract or howsoever arising); and

就法人而言，系指：（i）直接或间接拥有或控制该法人超过 50% 的已发行有表决权证券；（ii）有能力委任或罢免该法人董事会（或同等管理机构）的多数董事；（iii）有权控制该法人董事会（或同等管理机构）会议上的投票；或（iv）有能力指导或责成他人指导该法人的管理和政策；及

- (b) in relation to a non-corporate person: (i) direct or indirect ownership or control of a comparable voting interest (as set forth in paragraph (i) above) for such person; (ii) the ability to direct or cause the direction of the management and policies of such person (whether by contract or howsoever arising); or (iii) the operational or practical control of such person;

就非法人而言，系指：（i）直接或间接拥有或控制该法人的类似有表决权权益（如上文第（i）段所述）；（ii）有能力指导或责成他人指导该法人的管理和政策；或（iii）对该法人的操作或实际控制权。

and the terms "**Controls**", "**Controlling**" and "**Controlled**" shall be construed accordingly.

“控制”及“受控制”应作相应解释。

"**Directors**" means the directors of the Company.

“董事”系指公司的董事。

"**Dispose of**" means, in respect of any Subscription Share, offering, pledging, charging, selling, mortgaging, lending, creating, transferring or otherwise disposing of any legal or beneficial interest (including by the creation of or an agreement to create, or selling or granting or agreeing to sell or grant, any option or contract to purchase or any right or warrant to purchase) in the Subscription Shares or securities convertible or exchangeable for such Subscription Shares, or contracting to do so, whether directly or indirectly or entering into any agreement in respect of the votes or any other rights attached to the Subscription Shares, any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership of such Subscription Shares or securities whether any of the foregoing transactions is to be settled by delivery of Subscription Shares or such other securities, cash or otherwise and "**Dispose**" shall be construed accordingly.

“**处置**”系指，就任何认购股份而言，发行、质押、押记、出售、抵押、出借、创设、转让或以其他方式处置认购股份或可转换或交换为该等认购股份的证券的任何法律或受益权益（包括创设或协议创设、出售或授权或同意出售或授权任何购买选择权或合同、任何购买权利或权证），或缔约进行该等行为，无论直接或间接，或就认购股份附带的投票权或任何其他权利订立任何协议、任何交换或其他安排，向他人全部或部分转让该等认购股份或证券的所有权的任何经济后果或事件，无论任何前述交易是否通过交付认购股份或该等其他证券、现金或以其他方式完成，“处置”应作相应解释。

"Encumbrance" means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, third party claim, debenture, option, right of pre-emption, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or security interests of any kind (including retention arrangements or other encumbrances and any agreement to create any of the foregoing) and **"Encumber"** shall be construed accordingly.

“**产权负担**”系指任何留置权、质押、阻碍产权负担、扣押（固定或不固定）、抵押、第三方申索、债券、选择权、优先权、收购权、转让担保、以提供担保或任何种类的担保权益为目的的信托安排（包括保留安排或其他产权负担及任何设立前述任何一项的协议），“产权负担”应作相应解释。

"Equity Securities" means Shares, any securities which by their terms are convertible into or exchangeable for Shares, or any option or securities which confer on the holder the right to call for an issue of, or to receive, Shares or securities which are by their terms convertible into or exchangeable or exercisable for Shares, or any other type of equity or ownership interest in the Company.

“**权益证券**”系指股份、任何依其条款可转换或交换为股份的证券，或任何购股权或证券持有人有权要求发行或取得股份或依其条款可转换、交换或行使为股份的证券，或公司的任何其他类型的股权或所有者权益。

"Group" means the Company and its Subsidiaries and **"member of the Group"** shall be construed accordingly.

“**集团**”系指公司及其附属公司，“**集团成员**”应作相应解释。

"HK\$" means Hong Kong dollars, the lawful currency of Hong Kong.

“**HK\$**”系指港币，香港的法定货币。

"HKSCC" means Hong Kong Securities Clearing Company Limited.

“**香港结算**”系指香港中央结算有限公司。

"HKSE" means The Stock Exchange of Hong Kong Limited.

“**香港证券交易所**”系指香港联合交易所有限公司。

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

“香港”系指中华人民共和国香港特别行政区。

"Law" means all civil and common law, statute, subordinate legislation, treaty, regulation, directive, decision, by-law, ordinance, circular, code, order, notice, demand, decree, injunction, resolution or judgment of any Authority, including but not limited to the Rules Governing the Listing of Securities on The Hong Kong Stock Exchange Limited: (i) as to any person, in each case applicable to or binding upon such person or any of its property or which such person or any of its property is subject; or (ii) applicable to any or all of the transactions contemplated or referred to herein.

“法律”系指以下情况下任何政府机关的所有大陆法及普通法、成文法、附属法例、条约、规例、指令、决定、细则、条例、通告、守则、命令、通知、要求、法令、禁制令、决议或判决，包括但不限于《香港联合交易所有限公司证券上市规则》：（i）就任何人士而言，在每种情况下均适用于该人士或其任何财产，或对该人士或其任何财产具有约束力或该人士或其任何财产受其制约；或（ii）适用于本文件所预期或提及的任何或所有交易。

"Listing Rules" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

“上市规则”系指《香港联合交易所有限公司证券上市规则》。

"Long Stop Date" has the meaning given to it in Clause 3.4.

“截止日”具有第 3.4 条赋予其的含义。

"Party" means a party to this Agreement and **"Parties"** means both of them.

“一方”系指本协议的一方，而“双方”系指本协议的双方。

"Representative" means, in relation to any person, such person's directors, officers, employees, lawyers, accountants, bankers or other advisers.

“代表”就任何人士而言，系指该人士的董事、高级职员、雇员、律师、会计师、银行或其他顾问。

"SFC" means the Securities and Futures Commission.

“香港证监会”系指证券及期货事务监察委员会。

"Shares" has the meaning given to it in Recital (A).

“股份”具有序言第（A）条赋予其的含义。

"Subscriber's Warranties" means the warranties and representations contained in Clause 9.1 and **"Subscriber's Warranty"** means any one of them.

“认购方保证”系指第 9.1 条所载的保证及陈述。“认购方保证”系指其中任何一项。

"Subscription" means the subscription of the Subscription Shares upon and subject to the terms and conditions of this Agreement.

“认购”系指根据及受限于本协议的条款及条件进行的认购股份的认购。

"Subscription Price" means HK\$0.125 per Subscription Share and HK\$0.125 in aggregate.

“认购价”系指每股认购股份 HK\$0.125 及总额 HK\$0.125。

"Subscription Shares" means 319,888,000 new Shares to be issued by the Company pursuant to this Agreement, which immediately after Completion will represent approximately 9.56 per cent of the enlarged issued share capital of the Company.

“认购股份”系指本公司将根据本协议发行的 319,888,000 股新股，紧接完成后将占本公司经扩大已发行股本约 9.56%。

"Subscription Percentage" means the percentage of the Subscription Shares which will be approximately 9.56 per cent of the enlarged issued share capital of the Company immediately after Completion.

“认购比例”系指认购股份约占紧接完成后公司经扩大已发行股本的 9.56% 的比例。**"Subsidiary"** shall have the meaning given to it in Section 2 of Companies Ordinance as of the date hereof and **"Subsidiaries"** shall be construed accordingly.

“附属公司”具有本协议签署日期《公司条例》第 2 条赋予其的含义，“附属公司”亦应据此解释。

"Surviving Provisions" means Clause 1 (*Interpretation*), Clause 11 (*Notices*), Clause 12 (*Costs, Expenses and Tax*), Clause 13 (*General Provisions*), Clause 14 (*Confidentiality*), Clause 16 (*Language*), Clause 17 (*Counterparts*) and Clause 19 (*Governing Law and Arbitration*).

“继续有效条款”系指第 1 条（释义）、第 11 条（通知）、第 12 条（费用、开支及税项）、第 13 条（一般条款）、第 14 条（保密）、第 16 条（语言）、第 17 条（副本）及第 19 条（适用法律及仲裁）。

"Takeovers Code" means the Hong Kong Code on Takeovers and Mergers.

“收购守则”系指《香港公司收购及合并守则》。

"Tax" or **"Taxation"** means all taxes, levies, duties, imposts, charges, fees, stamp duties, value-added taxes, import duties, deductions, surcharges and withholdings of any nature whatsoever, including (without limitation) taxes on gross or net income, profits or gains and taxes on receipts, sales, use, occupation, franchise, value added and personal property, withholding taxes, business taxes, payroll taxes, deed taxes, land use taxes, property taxes, land appreciation taxes, consumption taxes, excise duties, society security contribution, social insurance, housing fund contributions together with all

penalties, charges, surcharges, and interest relating to any of them imposed by or payable to the revenue, customs or fiscal or other authorities of local, municipal, provincial or national.

“**税项**”或“**税务**”系指由地方、市、省或国家的税务、海关、财政或其他部门征收的或应向其支付的任何性质的所有税项、征费、关税、征税、收费、费用、印花税、增值税、进口税、扣除额、附加费及预提税，包括（但不限于）总所得税或净所得税、利润税或收益税、收入税、销售税、使用税、职业税、特许经营税、增值税、动产税、预提税、营业税、工资税、契税、土地使用税、财产税、土地增值税、消费税、货物税、社会保障缴款、社会保险、住房公积金缴款及所有罚款、收费、附加费及前述任何一项的利息。

"Transaction Documents" means this Agreement and any other documents which may from time to time be designated by written agreement of the Subscriber and the Company as a Transaction Document.

“**交易文件**”系指本协议以及认购方与公司不时通过书面协议指定为交易文件的任何其他文件。

"Warranties" means the warranties and representations contained in Clause 7 and Schedule 1 and **"Warranty"** means any one of them.

“**保证**”系指第 7 条及附录 1 所载的保证及陈述。“**保证**”系指其中任何一项。

- 1.2 The expressions **"Company"** and **"Subscriber"** shall, where the context permits, include their respective successors and permitted assigns and any persons deriving title under them.

在文意许可的情况下，“**公司**”及“**认购方**”应包括其各自的继任者及经许可的受让人，以及任何从前述各项获得所有权的人士。

- 1.3 In this Agreement, except where the context otherwise requires:

在本协议中，除非文意另有所指：

- (a) a reference to Clauses, Paragraphs, Schedules, Appendices and the Recitals are to clauses, paragraphs, and the recitals of, and the schedules and appendices to, this Agreement;

凡提及条、段、附录、附录和序言，系指本协议的条、段、序言及附录和附录；

- (b) references to this Agreement or to any specified provision of this Agreement are to this Agreement or provision as in force for the time being (as amended, modified, supplemented, varied, assigned or novated, from time to time);

凡提及本协议或本协议的任何特定规定，系指本协议或届时有效的规定（包括不时的修订、修改、补充、变更、转让或更新）；

- (c) a reference to this Agreement includes the Schedules and Appendices to it, each of which forms part of this Agreement for all purposes;

凡提及本协议，包括其附录和附件；为任何目的，本协议的附录和附件均构成本协议的一部分；

- (d) a reference to a "person" shall be construed so as to include any individual, company, corporation, joint stock company, body corporate, association, trust, joint venture, partnership, firm, organisation, governmental entity or any other entity (whether or not having separate legal personality), its successors and assigns;

凡提及“人士”，应解释为包括任何个人、公司、法人、股份有限公司、法人团体、协会、信托、合营、合伙、商号、组织、政府机构或任何其他实体（无论是否具有独立法律人格）及其继任者和受让人；

- (e) a reference to writing shall include any mode of reproducing words in a legible and non-transitory form;

凡提及书面，包括以清晰及永久的形式复制文字的任何方法；

- (f) unless expressly stated, a reference to a time of a day is to Hong Kong time;

凡提及一天的时间，除明文规定外，均指香港时间；

- (g) a reference to any Hong Kong legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than Hong Kong be deemed to include what most nearly approximates the Hong Kong legal term in that jurisdiction and references to any Hong Kong statute or enactment shall be deemed to include any equivalent or analogous laws or rules in any other jurisdiction;

凡提及有关任何行动、补救、司法程序方法、法律文件、法律状态、法院、官员或任何香港法律概念或事物的任何法律术语，就香港以外的任何司法管辖区而言，应被视为包括在该司法管辖区内最接近香港法律术语的术语；凡提及任何香港法令或成文法，应被视为包括在任何其他司法管辖区内任何同等或类似的法律或法规；

- (h) a reference to any law, enactment, Takeovers Code or Listing Rules includes references to:

凡提及任何法律、成文法、收购守则或上市规则，包括下列各项：

- (i) that law, enactment, Takeovers Code or Listing Rules as re-enacted, amended, extended or applied by or under any other enactment (before or after execution of this Agreement);

该等法律、成文法、收购守则或上市规则经任何其他成文法重新制订、修订、扩展或适用（于本协议订立之前或之后）；

- (ii) any law, enactment, Takeovers Code or Listing Rules which that law, enactment, Takeovers Code or Listing Rule re-enacts (with or without modification); and

经该等法律、成文法、收购守则或上市规则重新制订（经修订或不经修订）的任何法律、成文法、收购守则或上市规则；及

- (iii) any subordinate legislation made under any law or enactment which is in force at the date of this Agreement, as re-enacted, amended, extended or applied, as described in paragraph (i) above, or under any law or enactment referred to in paragraph (ii) above;

在本协议日期有效的任何法律或成文法下制订的任何附属法例，经上文（i）段所述的重新制订、修订、扩展或适用，或上文（ii）段所述的任何法律或成文法；

except to the extent that any law, Takeovers Code, enactment, Listing Rule or subordinate legislation made or enacted after the date of this Agreement would create or increase a liability of the Parties under this Agreement; and "law" and "enactment" includes any legislation in any jurisdiction;

除非本协议日期之后制订或制订的任何法律、收购守则、成文法、上市规则或附属法例将会创设或增加本协议下各方责任；而“法律”及“成文法”包括任何司法管辖区的任何法例；

- (i) the Parties acknowledge that they have participated jointly in the negotiation and drafting of this Agreement and, in the event that a question of interpretation arises (including as to the intention of the Parties), no presumption or burden of proof shall arise in favour of or against any Party based on the authorship of any provisions;

各方承认已共同参与本协议的磋商和起草，并且，如果出现任何解释问题（包括各方的意图），不得以任何条款系由某一方起草为由而产生有利于或不利于任何一方的假定或举证责任；

- (j) words importing the singular include the plural and *vice versa*, and words importing a gender include every gender;

以单数形式表示的词语包括复数，反之亦然；以一种性别表示的词语包括每种性别；

- (k) headings are included in this Agreement for convenience only and do not affect its interpretation;

本协议中的标题仅为方便而设，并不影响本协议的解释；

- (l) in construing this Agreement the "ejusdem generis" rule shall not apply and accordingly the interpretation of general words shall not be restricted by:

在解释本协议时，“同类”规则并不适用，因此，一般词语的解释不应受以下限制：

- (i) being preceded by words indicating a particular class of acts, matters or things; or

该等词语之前表示行为、事情或事物的特定类别；或

- (ii) being followed by particular example;

被特定范例所遵循；

and the word "including" shall be construed without limitation; and

而“包括”一词应解释为不受限制；及

- (m) where any Party undertakes or assumes any obligation in this Agreement, that obligation is to be construed as requiring the Party concerned to exercise all rights and powers of control over the affairs of any other person which it is able to exercise (whether directly or indirectly by contractual right or otherwise) in order to secure performance of the obligation.

如果任何一方在本协议下承诺或承担任何义务，该等义务应解释为要求有关方对任何其它人士的事务行使其能够行使的所有权利和控制权（不论直接或间接以合同权利或其它形式），以确保履行该等义务。

2. SUBSCRIPTION OF THE SUBSCRIPTION SHARES

认购股份的认购

- 2.1 Subject to fulfilment of the Conditions Precedent, the Company shall, on the Completion Date, allot and issue to the Subscriber the Subscription Shares, free and clear of all Encumbrances. The Subscriber shall subscribe and pay for the Subscription Shares at the Subscription Price at the Payment Time.

在先决条件达成的情况下，公司应在交割日向认购方分配及发行无任何产权负担的认购股份。认购方应认购股份并在付款时间按认购价付款。

- 2.2 The Subscription Price shall be payable by the Subscriber to the Company in HK\$ in accordance with Clause 4.1.

认购方应根据第 4.1 条以港币向公司支付认购价。

3. CONDITIONS PRECEDENT

先决条件

- 3.1 The obligations of the Parties to effect Completion shall be conditional upon satisfaction of the following conditions, or their satisfaction subject only to Completion:

各方完成交割的义务应以下列条件满足为前提，或在交割时方能满足：

- (a) the Listing Committee of the HKSE having granted listing of and permission to deal in, the Subscription Shares, and such approval and granting of permission not having been withdrawn or revoked;

香港证券交易所上市委员会已批准认购股份的上市和交易，且该等批准和授予许可并未被撤回或撤销；

- (b) each of the representations and warranties given by the Company as contained in this agreement remaining true, complete and accurate and not misleading at the date of this Agreement and at Completion; and

由公司在本协议中作出的每一项陈述和保证在本协议签署日和交割时均真实、完整、准确且不具误导性；及

- (c) each of the representations and warranties given by the Subscriber as contained in this agreement remaining true, complete and accurate and not misleading at the date of this Agreement and at Completion.

由认购方在本协议中作出的每一项陈述和保证在本协议签署日和交割时均真实、完整、准确且不具误导性。

- 3.2 Each of the Parties shall furnish such information, supply such documents, pay such fees and do all such acts and things as may be required by the other party, the HKSE, the SFC or any other relevant Authority in connection with the fulfilment of the Conditions Precedent applicable to it.

任何一方应按照另外一方、香港证券交易所、香港证监会或任何其它有关机构就其适用的先决条件的满足而提供资料、提供文件、支付费用和进行行为及事宜。

- 3.3 The Company shall, as soon as practicable, apply to the HKSE for the granting of, and permission to deal in, the Subscription Shares after the execution of this Agreement and the Company shall use its best endeavours to obtain the granting of such listing and permission to deal by the HKSE and shall notify the Subscriber as soon as possible after the Condition Precedent in Clause 3.1(a) has been duly fulfilled. The Subscriber shall provide the Company with such necessary assistance as may be reasonably requested by the Company in connection with the fulfilment of the Conditions Precedent set out in Clause 3.1(a).

公司应在本协议签署后尽快向香港证券交易所申请认购股份的上市和交易许可，且公司应尽其最大努力获得香港证券交易所对该等上市和交易许可的批准，并应在第 3.1(a)条的先决条件满足后尽快通知认购方。认购方应根据公司合理要求向公司提供与第 3.1(a)条所列先决条件的满足有关的必要协助。

- 3.4 If any of the Conditions Precedent has not been satisfied or waived in accordance with this Clause 3 on or before 31 August 2024 (the "**Long Stop Date**"), the Parties shall consult each other and discuss a later date for the satisfaction of the Conditions Precedent and Completion as the Parties may agree in writing. In the event that the Parties cannot agree to a later date within five Business Days after the Long Stop Date, either Party shall be entitled to terminate this Agreement by written notice to the other Party and this Agreement and all rights and obligations of the Parties hereunder shall cease and terminate save for any accrued rights and obligations of the Parties under this Agreement.

如果任何先决条件未在 2024 年 8 月 31 日（“**截止日**”）当天或之前得到满足或根据本第 3 条被放弃，双方应相互协商并讨论双方书面同意的先决条件满足和交割的较后日期。如果双方在截止日后的五个营业日内无法就较后日期达成一致，任何一方应有权向另一方发出书面通知终止本协议，且本协议及双方在本协议项下的所有权利和义务应停止和终止，双方在本协议项下已生效的任何权利和义务除外。

- 3.5 The Condition Precedent at Clause 3.1(a) cannot be waived by either Party. The Subscriber may waive in whole or in part, conditionally or unconditionally, the Conditions Precedent at Clause 3.1(b). The Company may waive in whole or in part, conditionally or unconditionally, the Condition Precedent at Clause 3.1(c).

第 3.1(a)条的先决条件不得由任何一方放弃。认购方可以全部或部分有条件或无条件地放弃第 3.1(b)条的先决条件。公司可以有条件地或无条件地全部或部分放弃第 3.1(c)条中的先决条件。

4. **PAYMENT TIME**

付款时间

- 4.1 At or before the later date of (a) the execution and delivery hereof by the Parties and (b) the approval of the Board of this Agreement and the transactions contemplated thereunder in accordance with the articles of association of the Company and the Listing Rules (such later date being the "**Payment Time**"), the Subscriber shall:

在如下时点（以较晚者为准）或之前（a）双方签署和交付本协议之时，及（b）董事会根据公司章程和上市规则批准本协议及其项下拟进行的交易时（“**付款时间**”），认购方应：

- (a) issue an irrevocable banking instruction and initiate full payment of the Subscription Price (together with such SFC transaction levy and the HKSE trading fee payable by the Subscriber, if applicable) in Hong Kong dollars in immediately available funds without any deduction or set-off by wire transfer or by check to the Company's designated bank account, the details of which are set out as follows:

发出不可撤销的银行指示，并通过电汇或者支票转账至公司指定的银行账户的方式，以即时可用的港币资金，在没有任何扣除或抵销的情况下，

向公司的指定银行账户缴付认购价（连同认购方应付的香港证监会交易征费和香港证券交易所交易费，如适用）：

Bank: 银行:	The HongKong and Shanghai Banking Corporation Limited 香港上海汇丰银行有限公司
Bank address: 银行地址:	Level 10, Hsbc Main Building, 1 Queen's Road Central, Hong Kong 香港皇后大道中 1 号汇丰银行总部大 楼 10 楼
Account name: 户名:	China ZhengTong Auto Services Holdings Limited 中国正通汽车服务控股有限公司
Bank account number: 银行账号:	848797726838 848797726838
SWIFT Code: SWIFT 代码:	HSBCHKHHHKH HSBCHKHHHKH

- (b) deliver to the Company a copy of the payment voucher or any other document supporting the successful payment of Subscription Price, including but not limited to electronic transfer record, pursuant to Clause 4.1(a).

向公司交付根据第 4.1(a)条成功支付认购价的付款凭证或任何其他证明文件的复印件，包括但不限于转账电文等。

5. COMPLETION

完成

- 5.1 Subject to the Conditions Precedent being satisfied or waived (as the case may be), Completion shall take place on the first Business Day following the date on which the last in time of the Conditions Precedent (other than those Conditions Precedent which are expressed to be satisfied on or as at the Completion Date, but subject to the waiver or satisfaction of such Conditions Precedent) shall have been satisfied or waived in accordance with this Agreement, or such other earlier time or date as the Parties may agree in writing (such date being the "**Completion Date**").

在先决条件得到满足或被放弃（视情况而定）的前提下，交割应在时间上最后一项先决条件（明确规定在交割日或截至交割日得到满足的先决条件除外，但受限于该等先决条件的放弃或满足）根据本协议得到满足或被放弃之日后的第一个营业日或双方可能书面约定的其他较早时间或日期（该日期称为“交割日”）发生。

5.2 At Completion all of the following business shall be transacted:

在交割时，应处理以下所有事项：

the Company shall, subject to receipt of the payment pursuant to Clause 4.1(a), allot and issue the Subscription Shares to the Subscriber free and clear of all Encumbrances and credited as fully paid on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the Completion Date, by, with effect from the Completion Date, registering (or procuring the share registrar of the Company to register) the allotment and issuance of the Subscription Shares in the register of members of the Company.

公司应在收到根据第 4.1(a)条支付的款项的前提下，向认购方分配并发行认购股份，该认购股份不存在任何权利负担并入账为已缴足股款，该等认购股份在各方面与现有已发行股份享有同等地位，包括公司在交割日后宣布、支付或进行的所有分配的权利，通过在交割日起，在公司股东名册中登记（或促使公司的股东登记处登记）认购股份的分配和发行。

5.3 If the respective obligations of the Parties under Clause 4.1 and 5.2 are not complied with at the Payment Time and on the Completion Date, respectively, the Subscriber (in respect of a default by the Company) and the Company (in respect of a default by the Subscriber) may, without prejudice to its other rights:

如果各方在第 4.1 条和第 5.2 条项下的义务分别在付款时间和交割日未得到履行，认购方（就公司违约）和公司（就认购方违约）可以，在不影响其享有的其他权利的情况下：

- (a) defer Completion to a day of not more than 30 Business Days from the Completion Date;

将交割延迟至交割日起不超过 30 个营业日的一天；

- (b) proceed to Completion as far as practicable (without limiting its rights under this Agreement); or

在可行的范围内进行交割（不限制其在本协议项下的权利）；或

- (c) terminate this Agreement by notice in writing to the other Party (whereupon this Agreement, except for the Surviving Provisions, shall automatically terminate), but without prejudice to its right to claim for any antecedent breaches.

向另一方发送书面通知终止本协议（本协议终止后，除继续有效条款外，本协议将自动终止），但不影响其对任何先前违约进行索赔的权利。

5.4 Subject to the Company's receipt of the payment pursuant to Clause 4.1(a), if the Conditions Precedents have not been satisfied on or before the Long Stop Date, the Company shall, within 10 Business Days after the Long Stop Date, pay the amount of the Subscription Price (without interest) to the Subscriber in Hong Kong dollars in

immediately available funds without any deduction or set-off by direct transfer to the Subscriber's designated bank account, the details of which are set out as follows:

在公司收到第 4.1(a)条支付的款项的前提下，如果先决条件在截止日当天或之前未得到满足，公司应在截止日后 10 个营业日内，向认购方指定的银行账户直接转账，以即时可用的港币资金（不进行扣除或抵销）向认购方支付认购价的金额（不包括利息），账户信息如下：

Bank:	CMB WING LUNG BANK
银行:	招商永隆银行
Bank address:	45 Des Voeux Road Central, Hong Kong
银行地址:	香港中环德辅道中 45 号
Account name:	Yang Ligu
户名:	杨利国
Bank account number:	60150311800
银行账号:	60150311800
SWIFT Code:	WUBAHKHH
SWIFT 代码:	WUBAHKHH

- 5.5 In the event that the total amount, calculated by multiplying (i) the unit price per Subscription Share by (ii) the number of Subscription Shares, falls below the Subscription Price, the Company shall, within 10 Business Days after the Completion Date, pay the difference between such total amount and the Subscription Price (the “**Amount Difference**”) to the Subscriber in immediately available funds in Hong Kong dollars without any interest to the bank account designated by the Subscriber under Clause 5.4 by direct transfer. The Parties agree that, if the Amount Difference is HK\$1.0 or less, the Company may, at its sole discretion, decide not to pay the Amount Difference to the Subscriber.

若按照每股认购股份单价乘以认购股份数量计算所得的总金额小于认购价，公司应在交割日后 10 个营业日内，向认购方在第 5.4 条项下指定的银行账户直接转账，以即时可用的港币资金向认购方支付该总金额与认购价之间的差额（“差额”）（不含利息）。双方同意，若差额等于或小于港币 1.0 元，公司有权自行决定不向认购方支付差额。

- 5.6 In the event that the Subscription Percentage exceeds 9.90%, the Company shall, within 10 Business Days after the Completion Date, pay an amount (without interest) equal to the Subscription Price minus the product obtained by multiplying (i) the unit price per Subscription Share by (ii) the number of Subscription Shares to the Subscriber in immediately available funds in Hong Kong dollars without any interest to the bank account designated by the Subscriber under Clause 5.4 by direct transfer. For the avoidance of doubt, if the Company pays such amount to the Subscriber as stipulated under Clause 5.6, Clause 5.5 hereof shall not apply.

如果认购比例高于 9.90%，公司应在交割日后的 10 个营业日内，向认购方在第 5.4 条项下指定的银行账户直接转账，以即时可用的港币资金向认购方支付一定金额（不含利息），该金额等于认购价减去每股认购股份单价乘以认购股份数量的乘积。为避免疑问，若公司根据本第 5.6 条向认购方支付该金额，本协议项下第 5.5 条将不适用。

- 5.7 The Subscriber or its authorized persons shall, within one month after the Completion Date, collect the original share certificate in respect of the Subscription Shares. The original share certificate can be obtained at the Company's branch share registrar and transfer office in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M/F Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong.

认购方或其授权人士应在交割日后一个月内，取得有关认购股份的原始股票证书。股票证书原件可于公司的香港股份过户登记分处香港中央证券登记有限公司（地址为香港湾仔皇后大道东 183 号合和中心 17M 楼）获取。

6. **USE OF PROCEEDS**

收益的用途

- 6.1 The Company intends to use the proceeds received from the Subscription Price for repayment of bank loans.

公司拟将认购价的收益用于偿还银行贷款。

- 6.2 In the event that the Company deviates from its intended use of proceeds as stipulated under Clause 6.1, the Company shall comply with any relevant disclosure requirements under the Listing Rules which the Company may be subject to as a result of such variation.

如果公司偏离第 6.1 条项下规定的收益用途，公司应当遵守上市规则项下任何相关的披露要求，如公司可能因该等偏离而须遵守该等披露要求。

7. **COMPANY'S WARRANTIES**

公司的保证

- 7.1 The Company hereby warrants and represents to the Subscriber that each of the Warranties is accurate and not misleading as at the date of this Agreement and at Completion.

公司特此向认购方保证并声明，截至本协议签署之日和交割时，每一项保证均准确且不具误导性。

- 7.2 The Company undertakes to the Subscriber that, forthwith upon it becoming aware, between the date of this Agreement and the Completion Date, of any fact, matter or circumstance relating to the Group, which it is aware is or may constitute a breach of, or be inconsistent with, any of the Warranties as at the date of this Agreement and/or would constitute a breach if they were repeated at Completion by reference to the facts

and circumstances then subsisting, it will disclose in writing such fact, matter or circumstance to the Subscriber.

公司向认购方承诺，一旦其在本协议签署之日和交割日之间知悉与集团有关的任何事实、事项或情况，且其知悉的该等事实、事项或情况构成对截至本协议签署之日的任何保证的违反或不一致，和/或若在交割时参照当时存在的事实和情况重复出现则会构成违约，则公司将立即以书面形式向认购方披露该等事实、事项或情况。

- 7.3 Each of the Warranties shall be construed as a separate and independent warranty and representation and shall not be limited or restricted by reference to or inference from the terms of any other Warranty.

每一项保证应被理解为单独且独立的保证和声明，且不应通过参照任何其他保证或根据任何其他保证的条款作出的推断而受到限制或限定。

8. COMPANY'S UNDERTAKINGS

公司的承诺

- 8.1 The Company undertakes that it shall not, before the Completion Date and save for the issue of Subscription Shares, create, grant, issue or allot any Shares or Equity Securities or securities or instruments convertible into or exercisable or exchangeable for, or that represent the right to receive, any Share or Equity Security, or issue any other equity or ownership interests in the Company or undertake any other event which would or contingently or conditionally would increase the total outstanding issued share capital in the Company.

公司承诺，在交割日前，除发行认购股份外，其将不会创设、授予、发行或分配任何“股票”或“权益证券”或可转换、可行使或可交换为任何“股票”或“权益证券”的证券或工具，或代表获得任何“股票”或“权益证券”的权利，或发行“公司”的任何其他股权或所有者权益，或发生任何其他将会或偶然或有条件将会增加“公司”已发行股本总额的事件。

- 8.2 The Company undertakes that it shall not, before the Completion Date pay any dividend, bonus or other distribution of capital or income (whether in cash or in specie) or declare or make any repurchase, redemption, reduction, cancellation, repayment or return of Equity Securities, or agree or commit to do any of the foregoing.

公司承诺，在交割日前，其将不会支付任何股息、红利或其他资本或收入的分配（无论是以现金或实物形式），或宣布或进行任何回购、赎回、减少、取消、偿还或返还权益证券，或同意或承诺进行任何上述事项。

9. SUBSCRIBER'S WARRANTIES

认购方的保证

- 9.1 The Subscriber hereby warrants and represents to the Company that each of the warranties set out in this Clause 9 is accurate in all respects and not misleading in any material respect as at the date of this Agreement and as at the Completion Date:

认购方特此向公司保证并声明，本第 9 条所载的每一项保证在本协议签署之日和交割日在各方面均准确且不具误导性：

- (a) the confirmations provided by the Subscriber on or before the date of this Agreement (including the confirmations made under the 投资人尽调确认函 dated 25 July 2024) are true and accurate in all respects as at the date of this Agreement and as at the Completion Date;

认购方在本协议签署日当天或之前提供的确认（包括在日期为 2024 年 7 月 25 日的投资人尽调确认函项下作出的确认）在本协议签署日和完成日在所有方面均真实、准确；

- (b) the Subscriber is not acting in concert with any of the Company's core connected persons or connected persons and is independent of, and not connected with the Company or its connected persons;

认购方未与公司的任何核心关连人士或关连人士一致行动，其独立于公司或公司的关联人，与公司或公司的关连人士没有关连关系；

- (c) the Subscriber is of full age and of sound mind and has full capacity to enter into and perform his obligations under this Agreement, and no order has been made or receiver appointed in respect of the Subscriber under the Mental Health Ordinance (Chapter 136 of the Laws of Hong Kong) or any analogous laws or rules in any other jurisdiction, nor has any step or procedure been taken in any jurisdiction which would:

- (i) restrict the ability or legal capacity of the Subscriber; or
(ii) require the approval of a third party or any governmental agency in order for the Subscriber,

to enter into, or to perform his obligations under, this Agreement;

认购方为成年人，精神健康，具有完全的行为能力来签订及履行其在本协议项下的义务，且不存在任何其他司法管辖区根据《精神健康条例》（香港法例第 136 章）或任何其他司法管辖区的任何类似法律或法规就认购方发出命令或委任接管人，也不存在任何司法管辖区采取的任何措施或程序：

- (i) 限制认购方的行为能力或法律行为能力；或
(ii) 认购方需要第三方或任何政府机构的批准；

签订本协议或履行其在本协议项下的义务；

- (d) the Subscriber has not been declared bankrupt and is not in bankruptcy (and no order or resolution therefore has been presented), and there are no valid grounds or circumstances on the basis of which any such procedure (or any analogous procedure) may be requested by any entity;

认购方未被宣告破产或处于破产状态（且未提出任何破产命令或决议），也不存在任何实体可能要求执行任何该等程序（或任何类似程序）的合理理由或情形；

- (e) this Agreement is duly executed and delivered by the Subscriber and constitutes legal, valid and binding obligations of the Subscriber, enforceable in accordance with its terms;

本协议已由认购方正式签署和交付，构成认购方合法、有效和具有约束力的义务，并可根据本协议的条款对其强制执行；

- (f) the Subscriber is capable of evaluating the merits and risks of the Subscription and has the ability to bear the economic risk of the Subscription;

认购方有能力评估本次认购的价值和风险，并有能力承担本次认购的经济风险；

- (g) the Subscriber has sufficient capital commitments or will have funds to pay the Subscription Price in full pursuant to the terms of this Agreement and to effect the transaction contemplated in this Agreement;

认购方有足够的资金承诺或将有足够的资金根据本协议条款支付全部认购价并实现本协议项下的交易；

- (h) the execution, delivery and performance of this Agreement and the consummation of the Transaction Documents will not result in the breach or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Subscriber is a party or by which the Subscriber may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental or regulatory body affecting the Subscriber;

签署、交付和履行本协议以及完成交易文件将不会导致违反或终止购买方作为一方的或者购买方受约束或影响的任何协议、附录或其他文件的任何条款或条件，亦不会构成该等协议、附录或其他文件项下的违约，亦不会违反任何法律或任何行政机关或政府机构的任何规则或法规或任何法院、行政机关、政府或监管机构的任何命令、令状、禁令或法令对购买方产生影响；

- (i) the Subscriber:

- (a) is not a person that is a national or resident of or is established or located or operates in a country or territory that is subject to a country or territory wide sanction law or regulation of any country or is included on or

otherwise associated with any person that is subject to any list of sanctions or restrictions published by any country or with whom business transactions are restricted under any applicable sanctions laws and regulations; or

认购方不是受任何国家的国家或地区制裁法律或法规约束的国家或地区的国民或居民，亦不是在受任何国家的国家或地区制裁法律或法规约束的国家或地区成立或位于或经营，亦不是受制于任何国家公布的制裁或限制清单的主体，或根据任何适用的制裁法律和法规与其进行商业交易受到限制的主体，或以其他方式与之相关联；或

- (b) has not used and/or will not use directly or indirectly any money, or lend, contribute or otherwise make available any money to any person, for the purpose of financing the activities of any person referred to in paragraph (a) above.

认购方未曾和/亦不会为资助上文第（a）段所述的任何主体的活动之目的直接或间接地使用任何款项，亦不向任何主体出借、捐赠或以其他方式提供任何款项。

- (j) the Subscriber will promptly provide, and procure the provision of, all information to the Company as determined by the Company to be necessary or desirable to enable it comply with the Company's regulatory and legal obligations, and all information provided and to be provided by the Subscriber to the Company for inclusion in the announcement and any other document which is to be published by the Company in respect of this Agreement, including but not limited to, the description and independence of the Subscriber is true, accurate and complete in all material aspects.

认购方将立即向公司提供并促使提供公司认为必要或适当的所有信息以使认购方遵守公司的监管和法律义务，认购方已经或将要向公司提供的包含在公司将就本协议发布的公告和任何其他文件中的所有信息，包括但不限于关于认购方的描述和独立性的内容在所有重大方面均真实、准确和完整。

- 9.2 The Subscriber acknowledges and accepts that the Company is entering into this Agreement in reliance upon each of the Subscriber's Warranties. The Subscriber undertakes to the Company that, forthwith upon it becoming aware, between the date of this Agreement and the Completion Date, of any fact, matter or circumstance, which it is aware is or may constitute a breach of, or be inconsistent with, any of the Subscriber's Warranties as at the date of this Agreement and/or would constitute a breach if they were repeated at Completion by reference to the facts and circumstances then subsisting, it will disclose in writing such fact, matter or circumstance to the Company.

认购方承认并接受，公司基于每一项认购方的保证而签署本协议。认购方向公司承诺，一旦其获悉在本协议签署日和交割日之间，其获悉的任何事实、事项或情况构成或可能构成对截至本协议签署日的任何认购方保证的违反或与截至

本协议签署日的任何认购方保证不一致，和/或如参照届时存在的事实和情况在交割时重复该等事实、事项或情况将构成违约，则其立即以书面形式向公司披露该等事实、事项或情况。

- 9.3 Each of the Subscriber's Warranties shall be construed as a separate and independent warranty and representation and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Subscriber's Warranty.

每一项认购方的保证应被理解为一项单独且独立的保证和陈述，并且（除非另有相反规定）不应通过参照任何其他认购方保证或根据任何其他认购方保证的推论而受到限制。

10. LOCK-UP

禁售期

- 10.1 The Subscriber undertakes that for a period of three (3) months from the Completion Date (the "**Lock Up Period**"), it shall not Dispose in whole or in part of any of the Applicable Shares to any person without the prior written consent of the Company (such consent not be unreasonably withheld or delayed).

认购方承诺在交割日起的三（3）个月期间（“禁售期”），未经公司事先书面同意（该等同意不得被不合理地拒绝或延迟），认购方不得向任何人出售全部或部分适用股份。

- 10.2 The provisions of Clause 10.1 shall not apply in the event that any of the following events occur:

第 10.1 条的规定不适用于以下任何情况：

- (a) the Company's shareholders having passed a resolution at a duly convened meeting of the Company for the winding up or dissolution of the Company or a court of competent jurisdiction makes an order for the Company's winding up or dissolution;

公司股东在合法召开的公司股东大会上通过了公司清盘或解散的决议，或有管辖权的法院发布了公司清盘或解散的命令；

- (b) the making of an administration order in relation to the Company or the appointment of a receiver over, or an encumbrancer taking possession of, or selling all or substantially all of the Business Assets; and

发布有关公司的行政命令，或委任接管人，或产权负担人占有，或出售全部或实质上全部的业务资产；且

- (c) the Company's shareholders having passed a resolution at a duly convened meeting of the Company for the delisting of the Shares from the HKSE pursuant to Rule 6.15 of the Listing Rules.

公司股东在合法召开的公司股东大会上通过了一项决议，根据上市规则第 6.15 条的规定，将股份从香港证券交易所退市。

11. NOTICES

通知

11.1 Any notice or other communication to be given under or in connection with this Agreement (a "Notice") shall be:

本协议项下或与本协议有关的任何通知或其他通讯（“通知”）应当：

(a) in writing; and

书面形式；且

(b) delivered:

交付：

(i) personally by hand or courier (using an internationally recognised courier company);

亲自递送或特快专递（使用国际认可的快递公司）；

(ii) by local post or registered mail if local address and by airmail if overseas address; or

如为本地地址，应通过当地邮寄或挂号邮件发送，如为海外地址，应通过航空邮件发送；或

(iii) by email,

电子邮件发送，

to the Party due to receive the Notice, to the address and for the attention of the relevant Party set out in this Clause 11 (or to such other address and/or for such other person's attention as shall have been notified to the giver of the relevant Notice and become effective (in accordance with this Clause 11) prior to dispatch of the Notice).

通知应接收方，并应发送至本第 11 条载明的相关方的地址和收件人（或应发送至相关通知的发出方在通知发送前已通知相关通知的发出方并（根据本第 11 条的规定）生效的其他地址和/或收件人）。

11.2 In the absence of evidence of earlier receipt, any Notice served in accordance with this Clause 11 shall be deemed given and received:

如无证据证明其已提前收到，根据本协议第 11 条送达的通知应在以下时间被视为已送达和收到：

- (a) in the case of personal delivery by hand or courier, at the time of delivery at the address referred to in Clause 11.3;

在通过专人递送或特快专递的情况下，在递送至第 11.3 条提及的地址时视为送达；

- (b) in the case of local post (other than airmail) or registered mail, at 10:00 am on the second Business Day after posting;

在通过当地邮寄（航空邮件除外）或挂号邮件发送的情况下，在寄出后的第二个营业日的上午 10 时视为送达；

- (c) In the case of email, at the time of delivery at the email address referred to in Clause 11.3;

在通过电子邮件的情况下，在递送至第 11.3 条提及的电子邮件地址时视为送达；

- (d) in the case of airmail, at 10:00 am on the fifth Business Day after posting; and

在通过航空邮件发送的情况下，在寄出后的第五个营业日的上午 10 时视为送达；及

- (e) in the case of facsimile, at the time of its dispatch (subject to confirmation of uninterrupted transmission by the sender by a transmission report).

在通过传真发送的情况下，在发送之时（受限于发件人通过传输报告确认传输不间断）。

11.3 The addresses of the Parties for the purpose of this Clause 11 are as follows:

为本协议第 11 条之目的，各方的地址如下：

The Company:

公司：

For the attention of: Ding Ding

收件人：丁丁

Address: 4th Floor, Wuhan Baoze, No. 6 Huangpu Science Park,
Tazihu Street, Jiangnan District, Wuhan, Hubei Province, the
PRC

地址：中国湖北省武汉市江岸区塔子湖街道黄埔科技园特 6 号武
汉宝泽四楼总部

Tel: +86 180 2077 5779

电话：+86 180 2077 5779

Email address: dingding@zhengtongauto.com
电子邮箱地址: dingding@zhengtongauto.com

The Subscriber:

认购方:

For the attention of: Yang Ligu
收件人: 杨利国

Address: Flat C 9/F Block 7, Banyan Garden, 863 Lai Chikok Road,
Kowloon, Hong Kong
地址: 香港九龙荔角道 863 号榕苑 7 座 9 楼 C 室

Tel: +852 6766 5065
电话: +852 6766 5065

Email address: YLG9999@126.com
电子邮箱地址: YLG9999@126.com

- 11.4 Any Party may notify the other Party of any change to its name, address or facsimile number for the purpose of this Clause 11, **provided that** such Notice shall be sent to the other Party and shall only be effective on:

为本协议第 11 条之目的, 任何一方可向另一方通知其名称、地址或电子邮箱地址的任何变更, 但前提是, 该等通知应发送给另一方, 并应仅在以下日期生效:

- (a) the date specified in such Notice as the date on which the change is to take effect;
or

该等通知中指定的变更生效日期; 或

- (b) if no date is so specified or the date specified is less than three Business Days after which such Notice was deemed to be given, the fourth Business Day after such Notice was deemed to be given.

如果未指定日期, 或指定的日期少于该等通知被视为送达后的第三个营业日, 则为该等通知被视为送达后的第四个营业日。

- 11.5 A Notice required to be given under or in connection with this Agreement shall deemed to be valid if sent by email.

本协议项下或与本协议有关而要求发出的通知, 如以电邮方式发出, 则该等通知视为有效。

- 11.6 This Clause 11 shall not prejudice the service of, or any step in, proceedings permitted by law or the rules of the relevant Authority.

本协议第 11 条不应影响法律或有关机构规则准许的程序的送达或进入该等程序。

12. COSTS, EXPENSES AND TAX

费用、开支和税项

- 12.1 Save as otherwise expressly provided in this Agreement, each Party shall pay its own costs and expenses in relation to the negotiation, preparation, execution and performance of the Transaction Documents.

除本协议另有明确规定外，每一方应自行承担与交易文件的谈判、准备、签署和履行相关的费用和开支。

- 12.2 Except as otherwise provided in this Agreement, the Subscriber shall be responsible for the Tax liabilities, SFC transaction levy and HKSE trading fee (if applicable) or any other expenses and fees required by relevant authorities arising from the allotment or issuance, or subscription, of the Subscription Shares pursuant to this Agreement.

除本协议另有规定外，认购方应负责其自身因按照本协议分配或发行或认购股份而产生的税项责任、香港证监会交易征费及香港证券交易所交易费用（如适用）或其他监管机构要求的其他费用。

- 12.3 Without prejudice to any other provisions of this Agreement, if the Subscription Price payable by the Subscriber shall be subject to any Tax, costs and expenses of the Subscriber (whether by way of deduction or withholding or direct assessment by the person entitled to do so), such payment shall be increased by such an amount as shall ensure that after deduction, withholding or payment of such Tax, costs and expenses of the Subscriber, the Company shall have received a net amount of the Subscription Price.

在不影响本协议任何其它条款的前提下，如果认购方应付的认购价需支付任何认购方的税项、成本及开支（不论以扣减或预扣或由有权人士直接评税的形式），则该付款应增加一定数额，以确保在扣减、预扣或支付认购方的税项、成本及开支后，公司应已收到认购价的净金额。

- 12.4 The Subscriber shall bear any costs, expenses, fees, Tax or duties arising from or in connection with the depositing of the share certificate representing the Subscription Shares with the Central Clearing and Settlement System established by and operated by HKSCC to the credit of the stock/securities account of the Subscriber's broker and/or custodian.

认购方应承担由于或有关将代表认购股份的股票证书存放于香港结算设立并由香港结算营运的中央结算及交收系统而产生的任何成本、开支、费用、税项或关税，并存入认购方的经纪及/或保管人的股票/证券账户。

13. GENERAL PROVISIONS

一般规定

- 13.1 Any time, date or period referred to in this Agreement may be extended by mutual agreement in writing between the Parties, but, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.

本协议中提及的任何时间、日期或期间可经各方书面协议延长，但就任何原定的时间、日期或期间或经延长的任何时间、日期或期间而言，时间为关键要素。

- 13.2 This Agreement shall be binding on and enure for the benefit of the successors of each of the Parties but shall not be assignable without the prior written consent of the other Party.

本协议对各方的继任者具有约束力并为其利益而订立，但未经另一方事先书面同意，不得转让。

- 13.3 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties. The expression "variation" shall, in each case, include any variation, supplement, deletion or replacement howsoever effected.

除非以书面形式作出并经各方或各方代表签署，否则对本协议的任何修改均属无效。“修改”一词在任何情况下应包括以任何方式生效的变更、增补、删除或替换。

- 13.4 Any waiver of any right or default under this Agreement shall be effective only in the instance given and will not operate as or imply a waiver of any other or similar right or default on any subsequent occasion. No waiver of any provision of this Agreement will be effective unless in writing and signed by each Party against whom such waiver is sought to be enforced.

对本协议下的任何权利或违约的弃权应仅在特定情况下有效，并不构成或暗示在随后的任何情况下对任何其它或类似权利或违约的弃权。对本协议任何规定的弃权应以书面形式作出并由该等弃权的执行方签署方为有效。

- 13.5 Any delay by any Party in exercising, or failure to exercise, any right or remedy under this Agreement shall not constitute a waiver of the right or remedy (or a waiver of any other rights or remedies) and no single or partial exercise of any rights or remedy under this Agreement or otherwise shall prevent any further exercise of the right or remedy (or the exercise of any other right or remedy).

任何一方延迟行使或未能行使本协议下的任何权利或补救不应构成对该等权利或补救的放弃（或对任何其它权利或补救的放弃），并且对本协议或其它协议下的任何权利或补救的单独或部分行使不应妨碍对该等权利或补救的任何进一步行使（或对任何其它权利或补救的行使）。

- 13.6 This Agreement contains the whole agreement and understanding between the Parties relating to this Agreement and supersedes all previous agreements, understandings or arrangements (whether oral or written) between the Parties relating to this Agreement.

本协议包含各方就本协议达成的全部协议和谅解，并取代各方先前就本协议达成的所有口头或书面协议、谅解或安排。

- 13.7 Each of the Parties acknowledges that (in agreeing to enter into this Agreement) it has not relied on any representation, warranty, collateral contract, undertaking or other assurance (except those expressly set out in this Agreement) made by or on behalf of the other Parties before the execution of this Agreement (including during the course of negotiating this Agreement). Each of the Parties waives all rights and remedies which, but for this Clause 13, might otherwise be available to it in respect of any such representation, warranty, collateral contract, undertaking or other assurance.

各方承认（在同意签订本协议时）其并未依赖其他方在签署本协议之前（包括在谈判本协议的过程中）作出或代表其他方作出的任何陈述、保证、附属合同、承诺或其它保证（本协议明确规定的除外）。各方放弃若非本第 13 条的规定，各方就任何该等陈述、保证、附属合同、承诺或其它保证放弃其原本可获得的所有权利和补救。

- 13.8 Nothing in this Clause 13 shall limit or exclude any liability for fraud or fraudulent misrepresentation.

本第 13 条的任何内容不应限制或排除任何欺诈或虚假陈述的责任。

- 13.9 If at any time any provision of this Agreement shall be held to be illegal, void, invalid or unenforceable in whole or in part under any law in any jurisdiction, then:

如果本协议的任何条款在任何时候根据任何司法管辖区的任何法律被认定全部或部分不合法、无效、失效或不可执行，则：

- (a) such provision shall:

该条款应：

- (i) to the extent that it is illegal, void, invalid or unenforceable, be given no effect and shall be deemed not to be included in this Agreement;

在其不合法、无效、失效或不可执行的范围内，不应被赋予任何效力并应被视为未包含在本协议中；

- (ii) not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; and

不应影响或损害本协议任何其它条款在该司法管辖区内的合法性、有效性或可执行性；并且

- (iii) not affect or impair the legality, validity or enforceability under the law of any other jurisdiction of such provision or any other provision of this Agreement; and

不应影响或损害该条款或本协议任何其它条款在任何其它司法管辖区内的合法性、有效性或可执行性；并且

- (b) the Parties shall use all reasonable efforts to replace such a provision with a valid and enforceable substitute provision which carries out, as closely as possible, the intentions of the Parties under this Agreement.

各方应尽一切合理努力以最接近各方在本协议项下意图的有效且可执行的替代条款取代该条款。

14. **CONFIDENTIALITY**

保密

14.1 Each Party shall treat as strictly confidential and shall not disclose to any other person any information:

各方应对以下信息严格保密，且不得向任何其它人士披露：

- (a) received or obtained as a result of entering into or performing this Agreement;
因订立或履行本协议而收到或获得的信息；
- (b) which relates to the provisions, negotiations or subject matter of this Agreement;
and
与本协议的条款、谈判或标的有关的信息；以及
- (c) which relates to the other Party,
与另一方有关的信息，

including written information and information transferred or obtained orally, visually, electronically or by any other means (collectively "**Confidential Information**").

包括书面信息和以口头、视觉、电子或其它方式传送或获得的信息（统称“**保密信息**”）。

14.2 Notwithstanding the other provisions of this Clause 14, a Party may disclose Confidential Information which would otherwise be subject to the provisions of Clause 14.1 if and to the extent:

尽管本第 14 条中有其它规定，一方在下列情况下可披露本应受第 14.1 条约束的保密信息：

- (a) it is required by Law to which such party is subject or for the purpose of any proceedings;
该方须遵守的法律或为任何法律程序之目的所要求的信息；
- (b) it is required by any Authority to which it is subject or submits (whether or not the requirement for information has the force of law), in particular, in respect of the announcement and any other document which is to be published by the Company in respect of this Agreement under the Listing Rules;

该方须遵守或服从的任何当局所要求的信息（无论对信息的要求是否具有法律效力），特别是就本协议根据上市规则将由本公司发布的公告和任何其他文件而言；

- (c) it is disclosed on a strictly confidential basis to its professional advisers, auditors and/or bankers;

在严格保密的基础上披露给其专业顾问、审计师和/或银行人员的信息；

- (d) it is disclosed on a strictly confidential basis to its directors and employees (or to directors and employees of its Affiliates) on a need to know basis;

在严格保密的基础上披露给其需要知道信息的董事和雇员（或其关联公司的董事和雇员）的信息；

- (e) it was lawfully in its possession or in the possession of any of its Affiliates or Representatives (in either case as evidenced by written records) free of any restriction as to its use or disclosure prior to it being so disclosed;

在披露之前，该方或其任何关联公司或代表合法拥有该信息（均以书面记录为证），且在使用或披露方面不受任何限制；

- (f) the information has come into the public domain through no fault of that Party or any of its Affiliates or Representatives;

在该方或其任何关联公司或代表无过错的情况下，该信息已进入公共领域；

- (g) the other Party has given prior written consent to the disclosure (such consent not to be unreasonably withheld or delayed);

另一方已事先书面同意进行披露（不得无理拒绝或延迟给予该同意）；

- (h) it is required to enable that Party to perform this Agreement or enforce its rights under this Agreement,

为使该方履行本协议或执行其在本协议项下的权利所需的信息，

and **provided that**, to the extent permitted by Law, any Confidential Information to be disclosed in reliance on Clause 14.2(a) or Clause 14.2(b) shall be disclosed only after consultation with the other Party and the Party intending to disclose the Confidential Information shall take into account the reasonable comments or requests of such other Party.

前提是，在法律允许的范围内，依据第 14.2（a）或第 14.2（b）条而披露的任何保密信息应仅在与另一方协商后披露，且披露保密信息的一方应考虑另一方的合理意见或要求。

- 14.3 Each of the Parties undertakes that it shall only disclose Confidential Information to any of its Affiliates and Representatives if it is reasonably required for the purposes

connected with this Agreement and only if the relevant Affiliate or Representative is informed of the confidential nature of the Confidential Information and accepts equivalent restrictions to those accepted by the Party who discloses the Confidential Information.

每一方承诺，该方应仅在为与本协议有关的目的合理需要且相关关联公司或代表已被告知保密信息的保密性质并接受与披露保密信息一方所接受的同等限制条件的情况下，向其任何关联公司或代表披露保密信息。

- 14.4 The restrictions contained in this Clause 14 shall continue to apply after Completion or termination of this Agreement without limit in time.

本第 14 条所含限制条件应在完成或本协议终止后无限期地继续有效。

15. FURTHER ASSURANCE

进一步保证

Without prejudice to any other provision of this Agreement, each Party shall, on being reasonably required to do so by the other Party, now or at any time in the future, do or procure the doing of all such acts and/or execute or procure the execution of such documents in a form reasonably satisfactory to such other Party which such other Party may from time to time reasonably require for giving full effect to this Agreement and securing to such other Party the full benefit of the rights, powers and remedies conferred upon such other Party in this Agreement.

在不损害本协议任何其它条款的前提下，每一方应在另一方现在或将来的任何时候合理要求的情况下，采取或促使采取所有该等行动和/或签署或促使签署该等文件，该等行动和/或签署或促使签署该等文件，以使本协议完全生效，并确保对方充分享有本协议授予对方的权利、权力和救济。

16. LANGUAGE

语言

- 16.1 If this Agreement is translated into any language other than English, the English language text shall prevail. The Company shall be responsible for the accuracy of the Chinese translation of this Agreement, and shall ensure that there is no material difference between the meanings of Chinese translation and the English language text.

如果本协议被翻译成英文以外的任何其它语言，则以英文文本为准。公司应对本协议的中文译文准确性负责，公司应确保中文译文所表述的意思与英文文本不得在含义上存在重大差别。

17. COUNTERPARTS

副本

This Agreement may be executed in counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one

counterpart. Each counterpart shall constitute an original of this Agreement, but the counterparts shall together constitute one and the same instrument.

本协议可签署多份副本，并可由双方签署单独的副本，但只有在每一方至少签署一份副本后，本协议才能生效。每份副本应构成本协议的一份原件，而所有副本应共同构成同一份文件。

18. **THIRD PARTY RIGHTS**

第三方权利

A Person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance.

并非本协议一方的人士无权根据《合约（第三方权利）条例》（香港法例第623章）的规定，强制执行本协议的任何条款，但这并不影响除该条例外已存在或可获得的第三方的任何权利或救济。

19. **GOVERNING LAW AND ARBITRATION**

管辖法律和仲裁

- 19.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by, and construed in accordance with, Hong Kong law.

本协议及由本协议或其标的物引起或与之有关的任何争议或申索须受香港法律管辖，并按香港法律解释。

- 19.2 Any dispute, controversy or claim arising out of or in connection with this Agreement or its subject matter (including but not limited to a dispute regarding the existence, validity, formation, effect, interpretation, performance or termination of this Agreement) (a "**Dispute**") shall be referred to and finally resolved by arbitration.

由本协议或其标的物引起或与之有关的任何争议、纠纷或申索（包括但不限于有关本协议的存在、有效性、订立、效力、解释、履行或终止的争议）（“争议”）应提交仲裁并最终通过仲裁解决。

- 19.3 The arbitration shall be conducted as follows:

仲裁应按以下方式进行：

- (a) all Disputes shall be submitted to the Hong Kong International Arbitration Centre ("**HKIAC**");

所有的争议应提交香港国际仲裁中心（“**香港国际仲裁中心**”）；

- (b) the place of arbitration shall be in Hong Kong at the HKIAC;

仲裁应在位于香港的香港国际仲裁中心进行；

- (c) the arbitration shall be administered by the HKIAC in accordance with the HKIAC Administered Arbitration Rules (the "**Rules**") in force as at the date of this Agreement (which Rules are deemed to be incorporated by reference to this Clause and as may be amended by this Agreement);

仲裁应由香港国际仲裁中心根据本协议日期有效的《香港国际仲裁中心机构仲裁规则》（“**规则**”）进行管理（该等规则被视为经援引并入本条，并可经本协议修订）；

- (d) there shall be three arbitrators and each Party shall appoint one arbitrator, and the two arbitrators thus appointed shall appoint the third arbitrator; if a Party fails to appoint the arbitrator within 30 days of receipt of a request to do so from the other Party, or if the two arbitrators fail to agree on the third arbitrator within 30 days of their appointment, the appointment shall be made, upon request of a Party, by the HKIAC;

仲裁员有三名，每一方指定一名仲裁员，该两名被指定的仲裁员应指定第三名仲裁员，如果一方未能在收到另一方的要求后 30 天内指定仲裁员，或如果两名仲裁员未能在其被指定后 30 天内就第三名仲裁员的人选达成一致，应一方的请求，该仲裁员应由香港国际仲裁中心指定；

- (e) an award issued by the arbitrators must be in writing and state the grounds upon which it was based;

仲裁员出具的裁决必须采用书面形式并说明作出裁决的理由；

- (f) an award issued by the arbitrators shall be final and conclusive and binding upon the Parties and the Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority, insofar as such waiver may validly be made;

仲裁员出具的裁决应为最终裁决并对各方具有约束力，且各方不可撤销地放弃任何向任何州或其他司法机关进行任何形式的上诉、复审或追索的权利，只要该等放弃可被有效地作出；

- (g) the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, both before and after the arbitral tribunal award has been appointed, at any time up until the arbitral tribunal has made its final award; and

在仲裁庭作出最终裁决之前的任何时间，双方均有权向有管辖权的法院寻求临时禁令救济或其他临时救济，无论是在仲裁庭指定裁决之前还是在仲裁庭作出最终裁决之前；及

- (h) judgment upon the award rendered may be entered in any court having jurisdiction and the Parties submit to the non-exclusive jurisdiction of the Hong Kong courts for this purpose.

任何有管辖权的法院均可根据该等裁决作出判决，为此目的，各方服从香港法院的非排他管辖权。

SCHEDULE 1 WARRANTIES

保证

1. THE COMPANY

公司

1.1 Due Incorporation and Capacity

正式成立及资格

- (a) The Company is duly incorporated, validly existing and is in good standing in the jurisdiction of its incorporation.

公司在其成立地司法管辖区内正式成立、有效存续且经营良好。

- (b) The Company has full capacity, power and authority to enter into and perform this Agreement and to allot and issue the Subscription Shares to the Subscriber on the terms of this Agreement and may execute and deliver this Agreement and perform its obligations thereunder and this Agreement constitutes legal, valid and binding obligations of the Company enforceable in accordance with its terms.

公司具有完全的能力、权力及授权签署及履行本协议，并根据本协议的条款向认购方分配及发行认购股份，可以签署及交付本协议并履行其在本协议项下的义务。本协议构成公司合法、有效、合法、具有约束力的义务，并可根据其条款强制执行。

- (c) All corporate power and authority required by the Company to execute and perform its obligations under this Agreement has been validly obtained and are unconditional and in full force and effect.

公司签署及履行其在本协议项下的义务所需的所有公司权力及授权均已有效获得，且该等权力及授权无附加条件且具有完全的效力。

- (d) The execution, delivery and performance of this Agreement and the consummation of the Transaction Documents will not result in the breach or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Company, or any member of the Group, is a party or by which the Company, or any member of the Group, may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental or regulatory body affecting the Company, or any member of the Group.

本协议的签署、交付及履行以及交易文件的完成不会导致违反或终止公司或集团任何成员作为一方的或公司或集团任何成员受约束或影响的任何协议、承诺或其他文件的任何条款或条件，亦不会构成该等协议、承诺或其他文件项下的违约，亦不会违反任何法律或任何行政机关或政府

机构的任何规则或法规，或任何法院、行政机关、政府或监管机构的任何命令、令状、禁令或法令，影响公司或集团任何成员。

1.2 Issuance of Subscription Shares

认购股份的发行

- (a) The Subscription Shares upon their issuance will have been duly authorized, validly issued and fully-paid and the Subscriber will obtain full right, title and interest in and to the same, rank *pari passu* with, and carry the same rights in all aspects as, the other Shares then outstanding, including the rights to all dividends and other distributions declared, made or paid at any time on or after the Completion Date, and save for any applicable regulatory restrictions and the Lock Up Period, be freely transferable, free and clear of all Encumbrances and will not be subject to calls for further funds.

认购股份在发行后将已正式授权、有效发行且全额支付，认购方将获得认购股份的全部权利、所有权及权益，在所有方面与届时已发行的其他股份享有同等地位，并享有相同的权利，包括获得在完成日当日或之后的任何时间宣布、作出或支付的所有股息及其他分配的权利，且除任何适用的监管限制及本协议约定的禁售期间外，可以自由转让，不附带任何权利负担，且不会被要求追加资金。

- (b) Subject to the fulfilment or waiver, as applicable, of the Conditions Precedent, all necessary Authorisations, orders, registrations and qualifications of any Authority required for this Agreement, the Subscription Shares and the consummation and performance of the terms hereof and thereof have been obtained or made and the Company has sufficient general mandate to issue the Subscription Shares.

以先决条件满足或适用的豁免为前提，本协议、认购股份及本协议及认购股份条款的完成及履行所需的任何政府机关的所有必要的授权、命令、登记及资格均已获得或作出，且公司已获得发行认购股份的充分的一般授权。

EXECUTED AS AN AGREEMENT.

作为协议签署。



SIGNED by **Ding Ding**,
由丁丁签署，)

Vice President
副总裁签字)

for and on behalf of
代表签字)

CHINA ZHENG TONG AUTO
SERVICES HOLDINGS LIMITED
中国正通汽车服务控股有限公司



2024. 7. 25

EXECUTED AS AN AGREEMENT.

杨利国

SIGNED by YANG LIGUO

2024.7.25