

深圳市宁远科技股份有限公司

和

人人爱健康信息技术（深圳）有限公司

之

独家业务合作协议

日期：2023 年 10 月 20 日

独家业务合作协议

本独家业务合作协议(以下称“本协议”)由下列双方于 2023 年10月20日在中华人民共和国深圳市签订:

- (1) 深圳市宁远科技股份有限公司(下称“宁远科技”),一家在中华人民共和国(下称“中国”)深圳市依法成立并合法存续的股份有限公司,住所为深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼;
- (2) 人人爱健康信息技术(深圳)有限公司(下称“人人爱健康”),一家在中国深圳市依法成立并合法存续的外商投资有限公司,住所为深圳市前海深港合作区南山街道梦海大道 5033 号前海卓越金融中心(一期)8 号楼 408-6。

(在本协议中,宁远科技、人人爱健康合称为“双方”,单独称为“一方”。)

鉴于:

- (1) 宁远科技是一家在中国深圳市注册成立并合法存续的股份有限公司。
- (2) 人人爱健康是一家在中国注册的有限责任公司,系拟于香港联合交易所有限公司主板上市的 160 Health International Limited(下称“拟上市公司”)通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司。
- (3) 宁远科技需要人人爱健康为其提供与其业务(定义见下文)有关的咨询与服务,而人人爱健康亦同意向宁远科技提供该等咨询与服务。

因此,经友好协商,双方兹达成协议如下:

1 定义

- 1.1 除非本协议另有规定或根据上下文应另作理解,本协议中,下列词语具有以下含义:

“业务”	指宁远科技现时及在本协议有效期内的任何时候所经营并发展的所有业务。
“服务”	指人人爱健康向宁远科技独家提供的宁远科技经营范围所涉及的技术支持、咨询及其他服务。
“服务费”	指宁远科技根据本协议第 3 条的规定,就人人爱健康提

供的咨询及服务应向人人爱健康支付的所有费用。

“客户信息”

具有本协议第 7.1 条赋予的含义。

“保密信息”

具有本协议第 7.2 条赋予的含义。

“违约方”

具有本协议第 12.1 条赋予的含义。

“违约”

具有本协议第 12.1 条赋予的含义。

“该方权利”

具有本协议第 14.6 条赋予的含义。

“关联公司”

就一方而言，指控制该方、受该方控制或与该方受共同控制的任何其他人、企业、信托或非公司组织。在本协议中，“控制”指直接或间接拥有超过所涉及公司各类具表决权的股权 50%及以上或拥有指引或促成指引该公司管理或决策的权力。

“子公司”

指一方现时直接或间接控制或在本协议期限内获得直接或间接控制的公司。

“负担”

指抵押、担保、质押、留置、选择权、限制、优先购买权、优先认购权、第三方权益或其他形式的他项权益或任何形式的担保权益。

“中国”

指中华人民共和国，仅为本协议之目的，不涉及香港、澳门特别行政区与台湾地区。

“中国法律”

指届时有效的中国宪法、法律、行政法规、地方法规、国务院各部委规章、地方政府规章以及具有法律约束力的规范性文件（包括有权解释机关对上述各项所作的解释或说明，如司法解释等）。

1.2 本协议对任何中国法律的援引应视为：

- (1) 同时包括援引这些法律的修正、变更、增补及重新制订的内容，而不论其生效时间在本协议订立之前或之后；且
- (2) 同时包括援引按其规定所制订的或因其而有效的其他决定、通知及规章。

1.3 除非本协议上下文另有说明，本协议中所指条、款、项、段落均指本协议中的相应内容。

2 服务

2.1 人人爱健康应根据宁远科技的要求按照本协议的规定在宁远科技的经营范围内向宁远科技提供服务，包括：

(1)技术支持和专业培训服务；

(2)协助咨询、收集和调研与业务有关的技术和市场信息（于本协议签署前后任何法律、法规、规则、通知、解释或主管部门颁布的其他具约束力文件禁止外商独资企业从事的市场调研除外）；

(3)业务管理咨询服务；

(4)营销及推广服务，包括制定市场推广方案，建立营销网络；

(5)客户订单管理与客户服务及协助维护与客户之间的关系服务；

(6)允许宁远科技使用人人爱健康或其指定方合法拥有的知识产权；及

(7)在法律许可范围内提供其合理要求的其他服务。

2.2 为了依据本协议提供服务的目的，宁远科技、人人爱健康双方应及时沟通、交流各种与其业务及/或其客户有关的信息。

3 服务费

3.1 就人人爱健康依据本协议所提供的服务，在不违反中国法律强制性规定的前提下，宁远科技同意在弥补以前年度亏损(如需要)及扣除相应财务年度内发生的必要的成本、费用、税费、及提取依法必须计提的法定公积金等之后，将其余的收入，包括从其子公司收到的分红，作为服务费（根据宁远科技及其子公司的合并财务报表计算(经审核及根据国际会计准则)）全部支付给人人爱健康；人人爱健康有权认定上述的可扣除项目，且有权随时根据其向宁远科技提供服务的数量调整服务费的标准；并有权随时自己或聘请独立审计师查阅宁远科技的账目、业务合同、财务资料及其他一切经营记录，宁远科技必须提供必要的协助。

3.2 双方同意，宁远科技应在人人爱健康书面通知指定的时间内，根据人人爱健康届时要求按年或按季支付服务费。人人爱健康有权根据需要聘请独立审计师对宁远科技的账目进行审计，宁远科技有义务对前述独立审计师的审计工作提供协助。

3.3 宁远科技应按本条的规定，将所有服务费按时支付到人人爱健康书面指定的银行账号。人人爱健康如更改其前述用于收取宁远科技服务费的银行账号，应提前 7

个工作日向宁远科技发出书面通知。

4 宁远科技的义务

- 4.1 本协议中人人爱健康提供的服务具有排他性，在本协议有效期内，未经人人爱健康事先书面同意，宁远科技及/或其子公司不得与其他任何第三方签订任何协议或以其他方式，接受其他任何第三方向其提供的任何与人人爱健康提供的服务相同或相类似的全部或部分服务。对于目前已有的第三方向宁远科技提供的与人人爱健康提供的服务相同或相类似的服务，经人人爱健康书面认可的，宁远科技可继续履行；人人爱健康不同意宁远科技继续履行的协议，宁远科技应立即与第三方解除该等协议并承担因解除该等协议而产生的任何费用和责任。对于宁远科技正在履行的其他合同或约定宁远科技义务的其他法律文件，宁远科技应继续履行，未经人人爱健康书面同意，宁远科技不得擅自变更、修改或终止该等合同或法律文件。
- 4.2 宁远科技应根据本协议第 3 条的规定，按时、足额地向人人爱健康支付服务费。
- 4.3 宁远科技应当自行承担与其开展业务有关的场地租赁费、通讯费、雇员薪金等费用。
- 4.4 宁远科技应维持自身的良好信誉，在人人爱健康的协助下，积极拓展业务，争取收益的最大化。

5 人人爱健康的权利及义务

- 5.1 人人爱健康应向宁远科技提供及时、高效的本协议项下的服务。
- 5.2 若宁远科技将来与客户就特定重大项目达成协议（或预计将会达成协议），并需就此购买设备、材料、提供项目保证金及 / 或支付与项目有关的其他费用，在遵守中国法律及经人人爱健康事先同意且人人爱健康拥有充裕资金的前提下，人人爱健康同意按中国法律允许的方式向宁远科技提供所需款项，以便相关项目开发顺利。对此，双方同意另行协商签署相关协议。
- 5.3 在本协议的有效期内，人人爱健康承担宁远科技的经营风险。
- 5.4 人人爱健康有权在未得到宁远科技的同意下使用、管理、处置、出售宁远科技及其子公司的资产，或对该些资产作出任何其认为合适的行动。

6 知识产权

- 6.1 人人爱健康在提供服务过程中所创造的工作成果之知识产权属人人爱健康所有。
- 6.2 因履行本协议而产生的任何权利、所有权、权益和知识产权（包括但不限于现在和将来的全部著作权、专利权、商标权、服务标志及所有相关的商誉、注册设计、设计专利、技术秘密、商业机密、域名、品牌名称、商号及其他任何类似的权利），无论是由人人爱健康自行开发，还是由宁远科技基于人人爱健康的知识产权或人人爱健康基于宁远科技的知识产权开发的，人人爱健康均享有独占和排他的权利和权益，宁远科技不得向人人爱健康主张任何权利、所有权、权益和知识产权。宁远科技应签署使人人爱健康成为该等知识产权的所有人所需的所有文件并采取使人人爱健康成为该等知识产权的所有人所需的一切行动。
- 6.3 人人爱健康有权免费使用宁远科技于执行本协议之前创造的所有知识产权。

7 保密义务

- 7.1 本协议有效期内，与宁远科技的业务及与人人爱健康提供的服务相关的所有客户信息及其他相关资料(以下称“**客户信息**”)属双方共同所有。
- 7.2 无论本协议是否终止，双方应对在本协议订立和履行过程中通过口头或者书面形式所获悉的有关其他方的商业秘密、专有信息、双方共有的客户信息及其他所有信息(以下统称为“**保密信息**”)进行严格保密。除经保密信息披露方的事先书面同意或根据有关法律、法规的规定或相关上市规则的要求或法院、仲裁庭的判决、裁决、裁定或政府机构的指令或命令必须向第三方披露或因应人人爱健康的母公司为上市申请的需要或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构外，接收保密信息的一方不得向其他任何第三方披露任何保密信息；除为本协议履行之目的外，接收保密信息一方不得使用或间接使用任何保密信息。
- 7.3 以下信息不属于保密信息：
- (a) 有书面证据表明接收信息一方先前已通过合法方式知悉的任何信息；
 - (b) 非因接收信息一方的过错而进入公共领域或因其他原因为公众所知晓的信息；或
 - (c) 接收信息一方于接收信息后从其他途径合法获得的信息。

- 7.4 接收信息一方可将保密信息透露给其关联公司、其及关联公司相关的雇员、代理人或其所聘请的专业人士，但该等透露应仅限于为履行本协议所必要的程度内，并且接收信息一方应确保上述人员遵循本协议的相关条款与条件，并仅为本协议的目的使用该等保密信息，并且接受信息一方应承担因上述人员违反本协议的相关条款与条件而产生的任何责任。

8 陈述及保证

8.1 宁远科技兹声明、保证并承诺如下：

- 8.1.1 其是根据中国法律适当注册并合法存续的股份有限公司，具有独立的法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 8.1.2 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。本协议由其合法、适当地签署并交付。本协议经宁远科技签署即构成对其合法、有效及具有约束力的义务，并可根据本协议条款对其强制执行。
- 8.1.3 宁远科技及其子公司持有其在本协议期限内开展业务所需的任何和所有政府许可、执照、授权及批准，并确保所有上述政府许可、执照、授权和批准在本协议整个期限内将继续具有效力并合法有效。如果在本协议期限内，宁远科技及/或其子公司开展业务所需的任何和所有政府许可、执照、授权、批准因相关政府部门的规定之变更而需变更和/或增加，宁远科技应当根据相关法律的要求进行变更和/或补足。
- 8.1.4 及时向人人爱健康告知对其业务及其经营产生或可能产生重大不利影响的情形，并尽最大努力防止该等情形的发生和/或损失的扩大。
- 8.1.5 未经人人爱健康事先书面同意，宁远科技不得以任何形式，就其和/或其子公司（如有）之重大资产（包括但不限于其持有的任何重大客户资源、不动产、商标或其他知识产权和/或其他公司的股权或类似权益）、经营权，及/或全部或部分业务进行处分（包括出售、置换、抵押或以其他方式进行处置）。

- 8.1.6 未经人人爱健康事先书面同意，宁远科技及/或其子公司不得增加或者减少注册资本，不得向其现有股东或第三方发行新股份，或接受现有股东或第三方对宁远科技及/或其子公司的投资或增资，或改变公司现有股份架构，或变更公司形式或进行清算、解散。
- 8.1.7 未经人人爱健康事先书面同意，宁远科技及/或其子公司不得签订任何与本协议相冲突或可能损害人人爱健康在本协议下权益的任何其他协议或安排。
- 8.1.8 未经人人爱健康事先书面同意，宁远科技和/或其子公司不得借出或借取贷款，或提供保证或做出其他形式的担保行为，或在正常经营活动之外承担任何实质性的义务。
- 8.1.9 未经人人爱健康事先书面同意，宁远科技和/或其子公司不得修改章程，或改变主营业务，或对业务经营范围、模式、盈利模式、市场营销策略、经营方针或客户关系作出重大调整。
- 8.1.10 未经人人爱健康事先书面同意，宁远科技和/或其子公司不得与任何第三方订立合伙或合资经营或利润分享的安排，或其他以使用费、服务费或顾问费等形式转移利益或实现利润分享的安排。
- 8.1.11 未经人人爱健康事先书面同意，宁远科技及/或其子公司不得订立任何可能严重影响其任何资产、负债、业务经营、股权架构、对第三方持有的股权或宁远科技及/或其子公司的任何其他法律权利的交易（宁远科技日常业务过程中所产生的或人人爱健康批准的除外），让渡或转让本协议项下之任何权利及/或义务予任何第三方。
- 8.1.12 未经人人爱健康的事先书面同意，宁远科技及/或其子公司不得签订任何重大合同，但在正常业务过程中签订的合同除外(就本段而言，如果一份合同的价值超过人民币【100】万元即被视为重大合同)。
- 8.1.13 应人人爱健康的不时请求，宁远科技应向人人爱健康提供关于宁远科技及/或其子公司经营管理和财务状况的信息；除正常经营过程中的合理开支外，未经人人爱健康事先书面同意，宁远科技及/或其子公司不得以任何名义向第三方支付任何费用，也不得豁免任何第三方的债务。
- 8.1.14 未经人人爱健康事先书面同意，宁远科技及/或其子公司不得与任何实体

和任何人兼并或合并，也不得对任何实体或任何人进行收购或投资。

8.1.15 如因宁远科技及/或其子公司的资产、业务或收入而发生的或可能发生的任何诉讼、仲裁或行政处罚，宁远科技应在知晓该等诉讼、仲裁或行政处罚后立即通知人人爱健康，未经人人爱健康书面同意，宁远科技及/或其子公司不得自行和解。

8.1.16 未经人人爱健康事先书面同意，宁远科技不得向其股东宣布或分配红利、股息或其他任何利益，包括于本协议生效前宁远科技尚未分配的税后利润。

8.1.17 向人人爱健康提供人人爱健康认为提供本协议项下服务所需或有用的任何技术或其他资料，并允许人人爱健康使用人人爱健康认为提供本协议项下服务所需或有用的宁远科技及/或其子公司有关设施、资料或信息。

8.1.18 在人人爱健康为有效履行其在本协议下的职责和义务而必需从事的一切事务中，宁远科技及/或其子公司应协助人人爱健康并向人人爱健康提供充分合作。

8.1.19 宁远科技接受人人爱健康提供的服务，并不违反任何中国法律，且其已就签署和履行本合同获得了相关政府部门的许可、批准或备案（如依法需要）。

8.1.20 未经人人爱健康事先书面同意，宁远科技不得变更、撤换或罢免其任何董事及高级管理人员。

8.2 人人爱健康兹声明与保证如下：

8.2.1 其是一家在中国深圳市依法成立并合法存续的有限责任公司，具有独立法人资格；具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。

8.2.2 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。本协议由其合法、适当地签署并交付。本协议由其合法、适当地签署并交付。本协议经人人爱健康签署即构成对其合法、有效及具有约束力的义务，并可根据本协议条款对其强制执行。

8.2.3 人人爱健康保证配备为提供服务而合理所需的各种设施与人员，以满足

人人爱健康依据本协议为宁远科技提供优良服务之需要。

9 协议期限

- 9.1 双方兹此确认，本协议经双方正式签署生效。除非人人爱健康通过提前三十（30）日向宁远科技发出书面通知的方式终止本协议及受制于第 9.3 条，或宁远科技的全部股份已依法转让予人人爱健康及/或人人爱健康指定人士，本协议于宁远科技及/或其子公司的经营期限内长期有效。除非经人人爱健康书面同意，否则宁远科技不得以任何理由中止或终止本协议。
- 9.2 本协议终止后，双方仍应遵守其于本协议第 6、7 条项下的义务。
- 9.3 由于人人爱健康受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）的规定，因本协议项下的交易将构成上市规则内所定义的持续关连交易，而人人爱健康可能需要就有关的关连交易取得独立股东的批准（除非取得香港联合交易所有限公司所给予的有关豁免），而届时如有有关的关连交易未能符合上市规则的有关规定，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。

10 补偿

- 10.1 宁远科技应补偿人人爱健康因任何第三方向其提出的与其签订及履行本协议相关的诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。

11 通知

- 11.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致宁远科技：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致人人爱健康信息技术(深圳)有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

- 11.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面递送，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

12 违约责任

- 12.1 双方同意并确认，如任一方(下称“**违约方**”)违反本协议项下所作的任何一项约定，或未履行或迟延履行本协议项下的任何一项义务，即构成本协议项下的违约(下称“**违约**”)，守约方有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在另一方书面通知违约方并提出补正要求后十(10)日内仍未补正或采取补救措施的，则：(a)若宁远科技为违约方，人人爱健康有权单方立即终止本协议并要求宁远科技给予损害赔偿；(b)若人人爱健康为违约方，宁远科技将豁免要求人人爱健康给予损害赔偿的义务，且除非中国法律另有强制性规定，其在任何情况均无任何权利终止或解除本协议。
- 12.2 尽管有本协议其它规定，本条规定的效力不受本协议中止或者终止的影响。

13 不可抗力

- 13.1 因地震、台风、水灾、火灾、战争、计算机病毒、工具性软件的设计漏洞、互联网网络遭黑客袭击、政策、法律变更及其他不能预见或其后果不能防止或不可避免的不可抗力事件，直接影响一方对本协议的履行或不能按约定条件履行时，遇到该不可抗力事件的一方应立即以传真发出通知，并在三十(30)日内，提出不可抗力的详情和本协议不能得以履行或需延迟履行的理由的证明文件，该等证明文件须由不可抗力发生地区的公证机构出具。双方根据该不可抗力事件对本协议履行的影响程度，商定本协议是否应当部分免除履行，或者延期履行。对因不可抗力事件给双方带来的经济损失，双方均不负赔偿责任。

14 其他事项

- 14.1 本协议用中文书写，正本一式四份，本协议之双方当事人各执贰(2)份，各份具有同等法律效力。
- 14.2 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。
- 14.3 本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十(30)日内各方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“**仲裁机构**”)，依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁机构仲裁的结果是终局性的，对各方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对宁远科技的股份或资产（包括但不限于物业权益）裁定赔偿或抵偿人人爱健康因本协议其他方当事人的违约行为而对人人爱健康造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对宁远科技及各股东的清算令。
- 14.4 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或宁远科技住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于宁远科技之股份权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 14.5 本协议任何条款赋予双方的任何权利、权力和补救并不能排除该方依据法律规定及本协议项下其它条款所享有的其它任何权利、权力或补救，且一方对其权利、权力和补救的行使并不排除该方对其享有的其它权利、权力和补救的行使。
- 14.6 一方不行使或延迟行使其根据本协议或法律享有的任何权利、权力和补救(以下称“**该方权利**”)将不会导致对该方权利的放弃，并且，任何单个或部分该方权利的放弃亦不排除该方对该方权利以其他方式的行使以及其他该方权利的行使。

- 14.7 本协议各条的标题仅为索引而设，在任何情况下，该等标题不得用于或影响对本协议条文的解释。
- 14.8 本协议的每一条款均可分割且独立于其他每一条款，如果在任何时候本协议的任何一条或多条条款成为无效、不合法或不能执行，本协议其他条款的有效性、合法性和可执行性并不因此而受到影响。
- 14.9 本协议的任何修改、补充必须以书面形式进行，并由本协议双方适当签署后方能生效。
- 14.10 未经人人爱健康事先书面同意，宁远科技不得向任何第三方转让其在本协议下的任何权利及/或义务；宁远科技在此同意，人人爱健康有权在书面通知宁远科技后，将其在本协议下的任何权利及/或义务转让给任何第三方。
- 14.11 双方承诺其将各自依法申报和缴纳本协议项下的交易所涉及的税赋。
- 14.12 本协议对宁远科技股东的任何继承人（或权利义务继受者）具有约束力，宁远科技股东的任何继承人（或权利义务继受者）均应承担宁远科技股东于本协议中的全部权利及义务。如果宁远科技股东的任何继承人（或权利义务继受者）违反本协议约定，WFOE 可针对该继承人（或权利义务继受者）行使其权利。

（本页以下无正文）

(本页无正文，为《独家业务合作协议》签署页)

本协议由以下双方于文首之日及地点签署。

深圳市宁远科技股份有限公司 (盖章)

法定代表人或授权代表: _____ (签字)



(本页无正文，为《独家业务合作协议》签署页)

本协议由以下双方于文首之日及地点签署。

人人爱健康信息技术(深圳)有限公司

(盖章)

法定代表人或授权代表:

罗宁

(签字)

独家股份购买协议

人人爱健康信息技术(深圳)有限公司

宁远科技机构股东

宁远科技自然人股东

和

深圳市宁远科技股份有限公司

之

独家股份购买协议

日期：2023 年 10 月 20 日

独家股份购买协议

本独家股份购买协议（下称“本协议”）由以下各方于2023年10月20日在中华人民共和国（下称“中国”）深圳市签订：

- (1) 人人爱健康信息技术(深圳)有限公司（下称“人人爱健康”），一家在中国深圳市依法成立并合法存续的外商投资有限公司，住所为深圳市前海深港合作区南山街道梦海大道5033号前海卓越金融中心（一期）8号楼408-6；
- (2) 三亚市启赋创业投资基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，住所为海南省三亚市天涯区三亚中央商务区凤凰岛1号楼A座550号；
- (3) 深圳市和远创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12楼；
- (4) 深圳市维康远聚创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12层；
- (5) 三亚市采希壹号私募基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，住所为海南省三亚市吉阳区迎宾路荣耀世纪大厦七楼704；
- (6) 深圳市启赋众盛创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市前海深港合作区前湾一路1号A栋201室（入驻深圳市前海商务秘书有限公司）；
- (7) 芜湖领航基石创业投资合伙企业（有限合伙），一家在中国芜湖市依法成立并合法存续的合伙企业，住所为安徽省芜湖市江北产业集中区管委会D楼106室；
- (8) 深圳市维康凯瑞创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12层；
- (9) 广州领康投资合伙企业（有限合伙），一家在中国广州市依法成立并合法存续的合伙企业，住所为广州市萝岗区（中新知识城）凤凰三路17号自编五栋369房（仅限办公用途）；
- (10) 深圳市分享择普精准医疗创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区粤海街道海天一路软件产业基地4栋A座701室；

- (11) 深圳市分享以道私募创业投资基金合伙企业(有限合伙)，一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区粤海街道滨海社区海天一路 19、17、18 号软件产业基地 4 栋 A7 层；
- (12) 深圳市投控东海中小微企业创业投资企业(有限合伙)，一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室(入驻深圳市前海商务秘书有限公司)；
- (13) 深圳市启赋嘉融投资管理合伙企业(有限合伙)，一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区南头街道中心路(深圳湾段)3333 号中铁南方总部大厦 1002 号；
- (14) 中山市赋盈投资合伙企业(有限合伙)，一家在中国中山市依法成立并合法存续的合伙企业，住所为中山市火炬开发区科技东路 39 号之二 323E 卡(住所申报)；
- (15) 重庆南部私募股权投资基金合伙企业(有限合伙)，一家在中国重庆市依法成立并合法存续的合伙企业，住所为重庆市巴南区麻柳大道 300 号 2-1；
- (16) 江苏楚泉临港产业发展并购投资基金(有限合伙)，一家在中国江阴市依法成立并合法存续的合伙企业，住所为江阴市滨江西路 2 号 12 号楼 320-01 室；
- (17) 湖州亚商投资合伙企业(有限合伙)，一家在中国湖州市依法成立并合法存续的合伙企业，住所为湖州市东吴国际广场龙鼎大厦 2527 室；
- (18) 青岛立檀海鹏股权投资合伙企业(有限合伙)，一家在中国青岛市依法成立并合法存续的合伙企业，住所为山东省青岛市莱西市姜山镇阳青路 32 号 9-110；
- (19) 青岛立檀股权投资合伙企业(有限合伙)，一家在中国青岛市依法成立并合法存续的合伙企业，住所为山东省青岛市莱西市姜山镇阳青路 32 号 5-310；
- (20) 南京富睿财智基金管理中心(有限合伙)，一家在中国南京市依法成立并合法存续的合伙企业，住所为南京市玄武区同仁西街 7 号南楼一层 108 房间；
- (21) 珠海旭华企业管理合伙企业(有限合伙)，一家在中国珠海市依法成立并合法存续的合伙企业，住所为珠海市万山镇东澳文化中心大楼 A 座 105 之三十三室；
- (22) 湖南长沙天心区玖玥创业投资合伙企业(有限合伙)，一家在中国长沙市依法成立并合法存续的合伙企业，住所为湖南省长沙市天心区暮云工业园长沙市亘晟门窗有限公司综合楼 201-05 房；
- (23) 深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，住所为深圳市福田区福田街道福安社区深南大道 4009 号投资大厦 14C1；

- (24) 深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，住所为深圳市福田区福田街道福南社区深南中路 3039 号国际文化大厦 2208B-2；
- (25) 杭州清科嘉启创业投资合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，住所为上城区安家塘 25 号 107 室；
- (26) 杭州清科易聚投资管理合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，住所为浙江省杭州市上城区安家塘 25 号 103 室；
- (27) 湖南清科小池股权投资合伙企业（有限合伙），一家在中国常德市依法成立并合法存续的合伙企业，住所为常德柳叶湖旅游度假区七里桥街道戴家岗社区柳叶湖清科基金小镇 I 型号 C 栋 0602 号；
- (28) 珠海横琴哥尊投资企业（有限合伙），一家在中国珠海市依法成立并合法存续的合伙企业，住所为珠海市横琴新区富国道 69 号 1220 房；
- (29) 乐致（厦门）投资合伙企业（有限合伙），一家在中国厦门市依法成立并合法存续的合伙企业，住所为厦门市思明区海岸街 59 号 661 单元；
- (30) 青岛城裕联合投资咨询有限公司，一家在中国青岛市依法成立并合法存续的有限责任公司，住所为山东省青岛市市南区宁夏路 288 号 3 号楼 106 室 0255（集中办公区）；
- (31) 浙江中晖实业投资有限公司，一家在中国杭州市依法成立并合法存续的有限责任公司，住所为杭州市白石巷 258 号 10 楼 1005 室；
（上述机构股东以下统称为“宁远科技机构股东”）
- (32) 罗宁政，中国公民，身份证号码为 430104197303264613，地址为广东省深圳市南山区棉山路 11 号香格名苑 D 栋 16B；
- (33) 王明，中国公民，身份证号码为 430382198211120019，地址为广东省深圳市宝安区前进二路桃源居 1 区 11 栋 2 单元；
- (34) 周文，中国公民，身份证号码为 43010319690609101X，地址为长沙市雨花区南大路 28 号福安公寓 704 房；
- (35) 王森林，中国公民，身份证号码为 11010819740826547X，地址为北京市昌平区回龙观镇龙禧苑小区二区 8 号楼 4 单元 101 号；
- (36) 傅哲宽，中国公民，身份证号码为 430103196912052711，地址为广东省深圳市南山区中山园路中山颐景景园 A 栋 701；
- (37) 王玲，中国公民，身份证号码为 430102197402250521，地址为深圳市福田区擎天华庭擎天阁 17E；

- (38) 余燕妮，中国公民，身份证号码为 420502197907311326，地址为广东省深圳市福田区福荣路蓝湾半岛 G 栋 2201；
- (39) 黄锡银，中国公民，身份证号码为 440301196008070911，地址为深圳市罗湖区东门北路翠竹苑翠柏楼 5D；
- (40) 张如协，中国公民，身份证号码为 370202296811171810，地址为广州市海珠区滨江东路 37 号 2408 房；
- (41) 黄反之，中国公民，身份证号码为 321102196706220437，地址为广东省深圳市南山区松坪村 6 栋 602 房；
- (42) 陈少怀，中国公民，身份证号码为 440301196111194111，地址为深圳市福田区福源大厦 2-24C；

(以上自然人股东以下统称为“宁远科技自然人股东”，宁远科技机构股东、宁远科技自然人股东以下分别及共同被称为“各股东”)

- (43) 深圳市宁远科技股份有限公司（下称“宁远科技”），一家在中华人民共和国深圳市依法成立并合法存续的股份有限公司，住所为深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼。

(在本协议中，以上各方分别称为“一方”，合称为“各方”)

鉴于：

- (1) 截至本协议签署之日，三亚市启赋创业投资基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，其持有宁远科技 6.0231% 的股份；深圳市和远创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 5.6636% 的股份；深圳市维康远聚创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 4.5239% 的股份；三亚市采希壹号私募基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，其持有宁远科技 4.5272% 的股份；深圳市启赋众盛创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 4.5272% 的股份；芜湖领航基石创业投资合伙企业（有限合伙），一家在中国芜湖市依法成立并合法存续的合伙企业，其持有宁远科技 4.3910% 的股份；深圳市维康凯瑞创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 3.2192% 的股份；广州领康投资合伙企业（有限合伙），一家在中国广州市依法成立并合法存续的

合伙企业，其持有宁远科技 2.2252%的股份；深圳市分享择善精准医疗创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市分享以道私募创业投资基金合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市投控东海中小微企业创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.9325%的股份；深圳市启赋嘉融投资管理合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.3891%的股份；中山市赋盈投资合伙企业（有限合伙），一家在中国中山市依法成立并合法存续的合伙企业，其持有宁远科技 1.2884%的股份；重庆南部私募股权投资基金合伙企业（有限合伙），其持有宁远科技 1.2755%的股份；江苏惠泉临港产业发展并购投资基金（有限合伙），一家在中国江阴市依法成立并合法存续的合伙企业，其持有宁远科技 1.2460%的股份；湖州亚商投资合伙企业（有限合伙），一家在中国潮州市依法成立并合法存续的合伙企业，其持有宁远科技 1.1576%的股份；青岛立檀海鹏股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 1.1463%的股份；青岛立檀股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 0.9968%的股份；南京富睿财智基金管理中心（有限合伙），一家在中国南京市依法成立并合法存续的合伙企业，其持有宁远科技 0.9345%的股份；珠海旭华企业管理合伙企业(有限合伙)，一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.8971%的股份；湖南长沙天心区玖玥创业投资合伙企业（有限合伙），一家在中国长沙市依法成立并合法存续的合伙企业，其持有宁远科技 0.8589%的股份；深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.6945%的股份；深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.5788%的股份；杭州清科嘉启创业投资合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；杭州清科易聚投资管理合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；湖南清科小池股权投资合伙企业（有限合伙），一家在中国常德市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；珠海横琴珥尊投资企业（有限合伙），一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；乐致（厦门）投资合伙企业

(有限合伙)，一家在中国厦门市依法成立并合法存续的合伙企业，其持有宁远科技 0.3436% 的股份；青岛城裕联合投资咨询有限公司，一家在中国青岛市依法成立并合法存续的有限责任公司，其持有宁远科技 1.7483% 的股份；浙江中晖实业投资有限公司，一家在中国杭州市依法成立并合法存续的有限责任公司，其持有宁远科技 0.3497% 的股份；罗宁政，中国公民，其持有宁远科技 29.1974% 的股份；王明，中国公民，其持有宁远科技 3.9494% 的股份；周文，中国公民，其持有宁远科技 2.1133% 的股份；王森林，中国公民，其持有宁远科技 1.7209% 的股份；傅哲宽，中国公民，其持有宁远科技 0.9784% 的股份；王玲，中国公民，其持有宁远科技 0.9560% 的股份；余燕妮，中国公民，其持有宁远科技 0.4295% 的股份；黄锡银，中国公民，其持有宁远科技 0.1683% 的股份；张如协，中国公民，其持有宁远科技 0.1288% 的股份；黄反之，中国公民，其持有宁远科技 0.0859% 的股份；陈少怀，中国公民，其持有宁远科技 0.0421% 的股份；宁远科技系一家在中国深圳市注册成立的股份有限公司。宁远科技有意在此确认宁远科技各股东和人人爱健康在本协议项下的权利和义务，并就本协议项下的股份购买权（定义见本协议第 1.1 条）之行使提供必要的协助与配合；

- (2) 人人爱健康是一家在中国注册的有限责任公司，系拟于香港联合交易所有限公司主板上市的 160 Health International Limited（下称“拟上市公司”）通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司；
- (3) 人人爱健康与宁远科技于 2023 年 月 日 签署了一份《独家业务合作协议》（下称“《独家业务合作协议》”），约定人人爱健康向宁远科技提供独家技术支持、咨询及其他服务，宁远科技同意为该等服务向人人爱健康支付相应的服务费；
- (4) 本协议各方于 2023 年 10 月 20 日签署了一份《股东表决权委托协议》（下称“《股东表决权委托协议》”），宁远科技各股东已经不可撤销地全权委托人人爱健康届时指定的人士代表宁远科技各股东行使其享有宁远科技的全部股东委托、表决权；
- (5) 本协议各方于 2023 年 10 月 20 日签署了一份《股份质押协议》（下称“《股份质押协议》”），宁远科技各股东将其所持有的宁远科技的全部股份质押给人人爱健康，作为宁远科技各股东、宁远科技履行其在《股东表决权委托协议》、《独家业务合作协议》及本协议项下义务的担保。
- (6) 宁远科技各股东自愿在不违反中国法律的前提下，按照本协议的规定向人人爱健康或其指定的人士转让其在宁远科技中所持有的全部或部分股份，人人爱健康有

意届时接受或要求其指定人士接受该等转让。为实现前述股份的转让，宁远科技机构股东、宁远科技自然人股东同意给予人人爱健康一项无条件、不可撤销和排他性的股份购买权（定义见本协议第 1.1 条），根据该等股份购买权，在人人爱健康认为合适的情况下，人人爱健康和/或其指定的任何其他方将按照本协议的规定全部或部分受让宁远科技的股份。

现各方协商一致，达成如下协议：

1. 股份买卖

1.1 授予权利

宁远科技机构股东、宁远科技自然人股东在此无条件及不可撤销地授予人人爱健康在中国法律允许的前提下，按照人人爱健康自行决定的行使步骤，并按照本协议第 1.3 项所述的价格，随时一次或多次从宁远科技机构股东、宁远科技自然人股东中购买或由人人爱健康指定一人或多人(下称“被指定人”)从宁远科技机构股东、宁远科技自然人股东中购买其所持有的宁远科技的全部或部分股份的一项不可撤销的专有权(下称“股份购买权”)。人人爱健康和被指定人有权利但并无义务购买宁远科技机构股东、宁远科技自然人股东持有的宁远科技的全部或部分股份。除人人爱健康和被指定人外，任何第三人均不得享有股份购买权或其他与宁远科技机构股东、宁远科技自然人股东于宁远科技股份有关的权利。宁远科技特此同意宁远科技机构股东、宁远科技自然人股东向人人爱健康授予股份购买权。为免歧义，本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

1.2 行使步骤

在符合中国法律法规的规定之前提下，人人爱健康和/或被指定人可以随时自行决定购买宁远科技机构股东、宁远科技自然人股东所持有的宁远科技的全部或部分股份。人人爱健康和/或被指定人行使股份购买权时，应向宁远科技机构股东、宁远科技自然人股东发出书面通知(下称“股份购买通知”)，股份购买通知应载明以下事项：(a)人人爱健康和/或被指定人关于行使股份购买权的决定；(b)人人爱健康和/或被指定人拟从宁远科技机构股东、宁远科技自然人股东中购买的股份份额(下称“被购买股份”)；和(c) 人人爱健康和/或被指定人拟购买被购买股份的日期(即签订股份转让合同（下称“转让合同”）的日期)。宁远科技机构股东、宁远科技自然人股东在收到股份购买通知后，应依据该

通知按本协议第 1.4 条所述方式将被购买股份全部转给人人爱健康和/或被指定人。

1.3 股份对价

在人人爱健康行使股份购买权时，除非根据届时中国法律法规人人爱健康受让被购买股份需要先进行评估或者中国法律法规对被购买股份的转让价格（下称“股份对价”）另有限制，否则，应按照相当于宁远科技机构股东、宁远科技自然人股东持有宁远科技股份份额所对应的股份比例确定相应的股份对价；而各方同意股份对价应为无偿或中国法律法规所允许的最低价格。

1.4 行使权

人人爱健康每次行使股份购买权时：

- 1.4.1 宁远科技机构股东、宁远科技自然人股东应责成宁远科技及时召开股东大会会议，在该会议上，宁远科技机构股东、宁远科技自然人股东应投赞成票通过批准宁远科技机构股东、宁远科技自然人股东向人人爱健康和/或被指定人转让被购买股份的决议，且宁远科技机构股东、宁远科技自然人股东应放弃彼等各自对其拟转让有关股份的优先购买权（如有）；
- 1.4.2 宁远科技机构股东、宁远科技自然人股东应与人人爱健康和/或（在适用的情况下）被指定人按照本协议及股份购买通知的规定，为每次转让签订转让合同；
- 1.4.3 宁远科技机构股东、宁远科技自然人股东与人人爱健康和/或宁远科技等有关方应签署所有其他所需合同、协议或文件，取得全部所需内部批准、授权及政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股份的有效所有权转移给人人爱健康和/或被指定人并使人人爱健康和/或被指定人成为被购买股份的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股份、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、《股份质押协议》项下产生的任何担保权益。

- 1.4.4 人人爱健康每次行使股份购买权时，可以自己受让被购买股份，也可以指定被指定人受让被购买股份；人人爱健康和/或被指定人可以选择一次性行使其全部的股份购买权，也可以分次行使其部分股份购买权。

2. 承诺

- 2.1 宁远科技机构股东、宁远科技自然人股东（作为宁远科技的股东）和宁远科技在此共同承诺：
- 2.1.1 未经人人爱健康的事先书面同意，不得以任何形式补充、更改或修改宁远科技公司章程文件，增加或减少其注册资本，或以其他方式改变其股份结构，不得做出任何分立、终结、清算、解散或任何变更宁远科技公司形式的行为；
- 2.1.2 按照良好的财务和商业标准及惯例及有关法律要求，保持宁远科技的存续及信誉，审慎地及有效地经营其业务和处理事务；
- 2.1.3 未经人人爱健康的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置宁远科技及/或其子公司的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；
- 2.1.4 未经人人爱健康的事先书面同意，不发生、继承、保证或容许存在任何债务，但(a)正常或日常业务过程中产生而不是通过借款方式产生的债务；和(b)已向人人爱健康披露和得到人人爱健康书面同意的债务除外；
- 2.1.5 一直在正常业务过程中经营所有业务，以保持宁远科技及/或其子公司的资产价值，避免任何足以影响其经营状况和资产价值的作为/不作为；
- 2.1.6 未经人人爱健康的事先书面同意，宁远科技及/或其子公司不得签订任何重大合同，但在正常业务过程中签订的合同除外(就本段而言，如果一份合同的价值超过人民币 100 万元即被视为重大合同)；
- 2.1.7 未经人人爱健康的事先书面同意，宁远科技及/或其子公司不得向任何人提供贷款，信贷或任何形式的担保；
- 2.1.8 应人人爱健康要求，向其提供所有关于宁远科技及/或其子公司的营运和财务状况的资料；
- 2.1.9 如人人爱健康提出要求，宁远科技及/或其子公司应从人人爱健康接受的保险公司处购买和持有有关其资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

- 2.1.10 未经人人爱健康的事先书面同意，宁远科技及/或其子公司不得与任何第三人合并、合伙、合资或联合，或对任何人进行收购或投资；
 - 2.1.11 将发生的或可能发生的与宁远科技及/或其子公司资产、业务或收入有关的诉讼、仲裁或行政程序应立即通知人人爱健康；未经人人爱健康同意，宁远科技不得自行和解；
 - 2.1.12 为保持宁远科技及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
 - 2.1.13 未经人人爱健康事先书面同意，不得以任何形式派发股息予各股东（包括于本协议生效前宁远科技尚未分配的税后利润）；
 - 2.1.14 根据人人爱健康的要求，委任由其指定的任何人士出任宁远科技的董事、监事及高级管理人员；非经人人爱健康事先书面同意或要求，不得撤换宁远科技的任何董事、监事及高级管理人员；
 - 2.1.15 根据人人爱健康的要求，由人人爱健康指定人士保管宁远科技及/或其子公司的印章，对外使用时，需经人人爱健康同意；
 - 2.1.16 不得终止或促使宁远科技及/或其子公司的管理层团队终止与人人爱健康订立的任何合约协议，包括本协议、《股东表决权委托协议》、《股份质押协议》、《独家业务合作协议》等，或订立与该等合约协议抵触的任何协议，并应立即终止任何与本协议、《股东表决权委托协议》、《股份质押协议》存在冲突的宁远科技及/或其子公司重要合约；
- 2.2 宁远科技机构股东、宁远科技自然人股东在此共同承诺：
- 2.2.1 未经人人爱健康的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的宁远科技的股份的合法权益或受益权益，或允许在其上设置任何其他担保权益，但根据《股份质押协议》在该股份上设置的质押则除外；
 - 2.2.2 促使宁远科技股东大会和/或董事会不批准在未经人人爱健康的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何宁远科技机构股东、宁远科技自然人股东持有之宁远科技的股份的合法权益或受益权益或宁远科技及/或其子公司合法拥有或使用的任何资产，或允许在其上设置任何其他担保权益；但批准根据《股份质押协议》在

宁远科技机构股东、宁远科技自然人股东持有之宁远科技的股份上设置的质押则除外；

- 2.2.3 未经人人爱健康的事先书面同意的情况下，对于宁远科技与任何第三人合并、合伙、合资或联合，或对任何人进行收购或投资，或对宁远科技的分立或公司形式变更或宁远科技注册资本的变更，或宁远科技的公司章程修改，宁远科技机构股东、宁远科技自然人股东将促成宁远科技股东大会或董事会不予批准；
- 2.2.4 将发生的或可能发生的任何关于其所拥有的宁远科技股份的诉讼、仲裁或行政程序应立即通知人人爱健康；未经人人爱健康同意，不得自行和解；
- 2.2.5 为保持其对宁远科技股份的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
- 2.2.6 应人人爱健康的要求，委任由其指定的任何人士出任宁远科技的董事、监事和高级管理人员；非经人人爱健康事先书面同意或要求，不得撤换宁远科技的任何董事、监事及高级管理人员；
- 2.2.7 未经人人爱健康的事先书面同意的情况下，放弃收取宁远科技股息的权利（包括于本协议生效前宁远科技尚未分配的税后利润），并同意及承诺该等未分配的税后利润将保存于宁远科技用作其营运资金/储备基金，以及将其在本协议签署后收取的股息在依照相关中国法律法规扣除任何相关税项后，剩余部分全部赠予人人爱健康或其委任代表（如有）；
- 2.2.8 确保宁远科技有效存续，不被终止、清算或解散；
- 2.2.9 促使宁远科技股东大会或董事会表决赞成本协议规定的被购买股份的转让并应人人爱健康之要求采取其他任何行动；
- 2.2.10 经人人爱健康随时要求，应向被指定人在任何时间无条件地根据本协议的股份购买权立即转让其股份，并将所得收益转让或支付予人人爱健康；
- 2.2.11 对于其转让被购买股份而向人人爱健康收取的股份对价款项，其同意无偿返还给人人爱健康；
- 2.2.12 如果股份购买权由人人爱健康行使，则股份对价应为届时适用的中国法律法规所允许的最低价格，且宁远科技机构股东、宁远科技自然人

股东应在获得股份对价款项并依照届时适用的中国法律法规扣除任何相关税项或款项后 10 个工作日内将剩余股份对价款项归还予人人爱健康或其委任代表。

2.2.13 如宁远科技依据中国法律或获人人爱健康的事先书面同意被解散、清算时，确保宁远科技剩余财产（即在支付清算费用、职工的工资、社会保险费用和法定补偿金，缴纳所欠税款，清偿宁远科技债务后所剩余的财产）以中国法律允许的最低价格转让给人人爱健康或其指定的实体或个人，且应确保该等转让不会引致人人爱健康对宁远科技机构股东、宁远科技自然人股东及其债权人，宁远科技及其债权人负担任何义务。

2.2.14 将依据中国法律并根据相关法律规定缴纳任何税后将以馈赠方式向人人爱健康或其被指定人转让任何盈利、利息、股息或清算所得款项。

2.2.15 严格遵守本协议及宁远科技机构股东、宁远科技自然人股东、宁远科技与人人爱健康共同或分别签订的其他合同的各项规定，切实履行该等合同项下的各项义务，并避免任何足以影响该等合同的有效性和可执行性的作为/不作为。如果宁远科技机构股东、宁远科技自然人股东对于本协议或《股份质押协议》或《股东表决权委托协议》项下或对人人爱健康的授权委托书中的股份，还留存有任何权利，除非人人爱健康书面指示，否则宁远科技机构股东、宁远科技自然人股东仍不得行使该权利。

3. 陈述和保证

宁远科技机构股东、宁远科技自然人股东和宁远科技特此在本协议签署之日和每一个转让日向人人爱健康共同及分别陈述和保证如下：

- 3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股份而签订的任何转让合同，并履行其在本协议和任何转让合同项下的义务的权力和能力。宁远科技机构股东、宁远科技自然人股东和宁远科技同意在人人爱健康行使股份购买权时，他们将签署与本协议条款一致的转让合同。本协议和其是一方的各转让合同一旦签署后，构成或将其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行；
- 3.2 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会：(a)导致违反任何有关的中国法律；(b)与宁远科技章程或其他组织文件相抵触；(c)导致违反其是一方或对其有约束力的任何合

同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；
(d)导致违反有关向任何一方颁发的任何许可或批准的授予和/或继续有效的任何条件；或(e)导致向任何一方颁发的任何许可或批准终止或被撤销或附加条件；

- 3.3 宁远科技机构股东、宁远科技自然人股东对其在宁远科技拥有的股份拥有良好和可合法出售的所有权，除《股份质押协议》外，宁远科技机构股东、宁远科技自然人股东在上述股份上没有设置任何担保权益；
- 3.4 宁远科技对所有资产拥有良好和可合法出售的所有权，宁远科技在上述资产上没有设置任何担保权益；
- 3.5 宁远科技没有任何未偿还债务，除(a)在其正常的业务过程中发生的合理债务，及(b)已向人人爱健康披露及经人人爱健康书面同意的债务以外；
- 3.6 宁远科技遵守适用于资产收购的所有法律和法规；
- 3.7 目前没有悬而未决的或构成威胁的与宁远科技资产有关的或与宁远科技有关的或与宁远科技机构股东、宁远科技自然人股东持有宁远科技股份有关的诉讼、仲裁或行政程序。

4. 生效与终止

- 4.1 本协议于各方签署本协议之日生效及受制于第 4.2 条，直至宁远科技机构股东、宁远科技自然人股东持有的宁远科技股份全部转让给人人爱健康和/或被指定人之日（以工商变更登记完成之日为准）终止，除非人人爱健康通过提前三十（30）日向宁远科技机构股东、宁远科技自然人股东、宁远科技发出书面通知的方式终止本协议，或各方书面约定终止本协议。
- 4.2 此外，由于人人爱健康受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》(下称“上市规则”)的规定，因本协议项下的交易将构成上市规则内所定义的持续关连交易，而人人爱健康可能需要就有关的关连交易取得独立股东的批准(除非取得香港联合交易所有限公司所给予的有关豁免)，而届时如有关的关连交易未能符合上市规则的有关规定，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。
- 4.3 宁远科技机构股东、宁远科技自然人股东、宁远科技及人人爱健康承诺，倘若中国法律法规对外国投资者投资宁远科技所经营业务不再实施限制时，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。

5. 管辖法律与争议解决

- 5.1 本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。
- 5.2 本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十(30)日内各方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“仲裁机构”），依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁机构仲裁的结果是终局性的，对各方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对宁远科技的股份或资产（包括但不限于物业权益）裁定赔偿或抵偿人人爱健康因本协议其他方当事人的违约行为而对人人爱健康造成的损失、就有

关业务或强制性的资产转移裁定强制救济措施和针对宁远科技及各股东的清算令。

- 5.3 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或宁远科技住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于宁远科技、各股东之股份权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 5.4 除有争议的条款外，在争议的解决期间，本协议其它条款应继续履行。
- 5.5 除各方发生争议的事项外，各方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

6. 违约责任

- 6.1 各方同意并确认，如宁远科技机构股东、宁远科技自然人股东和/或宁远科技（下称“**违约方**”）实质性地违反本协议项下所作的任何一项约定，或实质性地未履行本协议项下的任何一项义务，即构成本协议项下的违约（下称“**违约**”），人人爱健康有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在人人爱健康书面通知违约方并提出补正要求后十（10）日内仍未补正或采取补救措施的，则人人爱健康有权自行决定选择以下的任何一种违约救济方式：(a)终止本协议，并要求违约方给予全部的损害赔偿；(b)要求强制履行违约方在本协议项下的义务，并要求违约方给予全部的损害赔偿；或者(c)按照股份质押协议的约定以质押股份折价、拍卖或者变卖，并以折价、拍卖或者变卖的价款优先受偿，并要求违约方承担由此造成的全部损失。
- 6.2 各方同意并确认，除法律另有强制性规定，宁远科技机构股东、宁远科技自然人股东和/或宁远科技在任何情况下，均不得以任何理由要求终止本协议。
- 6.3 本协议规定的权利和救济是累积的，并不排斥法律规定的其他权利或者救济。
- 6.4 尽管有本协议其它规定，本条规定的效力不受本协议终止的影响。

7. 税款、费用

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

8. 通知

8.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致人人爱健康信息技术(深圳)有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致三亚市启赋创业投资基金合伙企业（有限合伙）：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致深圳市和远创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致深圳市维康远聚创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致三亚市采希壹号私募基金合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致深圳市启赋众盛创业投资合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致芜湖领航基石创业投资合伙企业（有限合伙）

住所：深圳市福田区福中三路诺德中心 35F 基石资本

收件人：黄世靖

电话：18824674333

传真：

致深圳市维康凯瑞创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致广州领康投资合伙企业（有限合伙）

住所：深圳市福田区福中三路诺德中心 35F 基石资本

收件人：黄世靖

电话：18824674333

传真：

致深圳市分享择善精准医疗创业投资合伙企业（有限合伙）

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

传真:

致深圳市分享以道私募创业投资基金合伙企业(有限合伙)

住所: 深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人: 谢开

电话: 18200985124

传真:

致深圳市投控东海中小微企业创业投资企业(有限合伙)

住所: 深圳市南山区高新南九道 1001 号创投大厦 48 楼

收件人: 何颖俊

电话: 13510474743

传真:

致深圳市启赋嘉融投资管理合伙企业(有限合伙)

住所: 深圳市南山区中心路 3333 号中铁大厦

收件人: 肖焕成

电话: 13622341502

传真:

致中山市赋盈投资合伙企业(有限合伙)

住所: 深圳市南山区中心路 3333 号中铁大厦 1006

收件人: 钟丽娟

电话: 18691577928

传真:

致重庆南部私募股权投资基金合伙企业(有限合伙)

住所: 深圳市南山区高新南九道 1001 号创投大厦 48 楼

收件人: 何颖俊

电话: 13510474743

传真:

致江苏建泉临港产业发展并购投资基金(有限合伙)

独家股份购买协议

住所：江苏省南京市浦口区滨江大道 396 号扬子江金融示范区 10 号楼 4 楼

收件人：刘书成

电话：18013308810

传真：

致湖州亚商投资合伙企业（有限合伙）

住所：上海市长宁区延安西路 2558 号 1 号别墅楼

收件人：奚代华

电话：13816357749

传真：

致青岛立檀海鹏股权投资合伙企业（有限合伙）

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

传真：

致青岛立檀股权投资合伙企业（有限合伙）

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

传真：

致南京富睿财智基金管理中心（有限合伙）

住所：江苏省南京市浦口区滨江大道 396 号扬子江金融示范区 10 号楼 4 楼

收件人：刘书成

电话：18013308810

传真：

致珠海旭华企业管理合伙企业(有限合伙)

住所：浙江省台州市仙居县南峰街道世纪华都 12 楼财务室

收件人：朱娅萍

电话：136 6685 4479

传真：

致湖南长沙天心区玖玥创业投资合伙企业（有限合伙）

住所：湖南省长沙市岳麓区观沙岭街道滨江路 53 号楷林国际大厦 A 栋 1801

收件人：彭立中

电话：13973186433

传真：

致深圳市远致创业投资有限公司

住所：深圳市福田区福华一路 6 号免税商务大厦 33 层

收件人：朱彬彬

电话：18566689860

传真：

致深圳市盈信国富实业有限公司

住所：深圳市罗湖区清水河街道金湖一街 47 号中国徽酒文化艺术馆（百岁酱
香牌上楼梯）

收件人：詹美瑜

电话：13138169144

传真：

致杭州清科嘉启创业投资合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致杭州清科易聚投资管理合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致湖南清科小池股权投资合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致珠海横琴玗尊投资企业（有限合伙）

住所：珠海市香洲区仁恒星园 19 栋一单元 2701 室

收件人：方海林

电话：13232282888

传真：

致乐致（厦门）投资合伙企业（有限合伙）

住所：厦门同安工业集中区草塘路 698 号

收件人：彭军民

电话：18030052188

传真：

致青岛城裕联合投资咨询有限公司

住所：山东省青岛市市南区宁夏路 288 号 3 号楼 106 室 0255（集中办公区）

收件人：李书林

电话：18354264027

传真：

致浙江中晖实业投资有限公司

住所：杭州市拱墅区白石路 258 号浙江经协发展大厦

收件人：黄陈芳

电话：139 5807 1079

传真：

致罗宁政：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致王明：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致周文：

地址：湖南省长沙市天心区湘府中路 198 号新南城商务中心 A 栋 1324 房

收件人：曾素芬

电话：13481035467

致王森林：

地址：北京市海淀区西三旗建材城西路上奥世纪中心 A 座 2002 室

收件人：王冲

电话：18518610059

致傅哲宽：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

致王玲：

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

致余燕妮：

住所：湖北省宜昌市伍家岗区沿江大道 169 号廊桥水岸 5-014 号

收件人：余燕妮

电话：13085155133

致黄锡银：

住所：深圳市罗湖区文锦中路 2019 号名都大厦 B 座二楼

收件人：黄锡银

电话：13923730429

致张如协：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

致黄反之：

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

致陈少怀：

住所：深圳市南山区蓝天路 8 号后海公馆 2 栋 1705 室

收件人：陈少怀

电话：13502815160

致宁远科技：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

- 8.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

9. 保密责任

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自

向公众披露)；(b)根据适用法律法规、股票交易规则、政府部门或法院的命令而所需披露之任何信息；(c)由任何一方就本协议所述交易而需向其股东、投资者、法律或财务顾问披露之信息，而该股东、投资者、法律或财务顾问亦需遵守与本条款相类似之保密责任；或(d)因应人人爱健康的母公司为上市申请的需要或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构。如任何一方工作人员或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。无论本协议以任何理由终止，本条款仍然生效。

10. 进一步保证

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

11. 其他

11.1 修订、修改与补充

对本协议作出修订、修改与补充，必须经每一方签署书面协议。

11.2 完整合同

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议项下的标的及交易所达成的完整合同，取代在此之前就本协议项下的标的及交易所达成的所有口头或书面的协商、陈述和合同。

11.3 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

11.4 语言

本协议以中文书写，一式【四十三（43）】份，本协议各方各持一（1）份，具有同等法律效力。

11.5 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不可执行的规定所产生的经济效果相似。

11.6 继受者

各方一致同意，本协议对宁远科技机构股东、宁远科技自然人股东、宁远科技的任何继承人（包括宁远科技自然人股东的配偶或其他权利、义务继受者，下称“继承人”）具有约束力，宁远科技股东的继承人均应承担宁远科技机构股东、宁远科技自然人股东于本协议项下的全部权利及义务。如果宁远科技机构股东、宁远科技自然人股东、宁远科技的继承人违反本协议约定，人人爱健康可针对继承人行使其权利。

11.7 权利转让

未经人人爱健康事先书面同意，宁远科技机构股东、宁远科技自然人股东、宁远科技不得向任何第三方转让其在本协议下的任何权利及/或义务；宁远科技机构股东、宁远科技自然人股东、宁远科技在此同意，人人爱健康有权在书面通知宁远科技机构股东、宁远科技自然人股东及/或宁远科技后，将其在本协议下的任何权利及/或义务全部或部分转让给任何第三方。

11.8 继续有效

各方同意并确认，在各股东担任宁远科技的股东期间，即使各股东持有的宁远科技的股份比例后续发生变动，本协议继续有效。

合同期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

本协议第 5、6、8、9 条和本协议第 11.8 项的规定在本协议终止后继续有效。

11.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

（以下无正文，为签署页）

独家股份购买协议

(本页无正文，为《独家股份购买协议》的签署页)

本协议由以下各方于文首之日及地点签署。

人人爱健康信息技术(深圳)有限公司 (盖章)



法定代表人:  (签字)

独家股份购买协议

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三亚市启赋创业投资基金合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表：



(签字)



独家股份购买协议

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深圳市和远创业投资企业(有限合伙) (公章)

执行事务合伙人或授权代表: _____ (签字)



独家股份购买协议

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本协议由以下各方于文首之日及地点签署。

深圳市维康远聚创业投资企业（有限合伙）（盖章）

执行事务合伙人或授权代表：_____（签字）



独家股份购买协议

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三亚市采希壹号私募基金合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表:



独家股份购买协议

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深圳市启赋众盛创业投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: (签字)

哲
傅
宽



独家股份购买协议

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芜湖领航基石创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表（签字）



(本页无正文，为《独家股份购买协议》的签署页)

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深圳市维康凯瑞创业投资企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____



独家股份购买协议

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广州领康投资合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表：_____ (签字)



独家股份购买协议

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深圳市分享择善精准医疗创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



深圳市分享以道私募创业投资基金合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



黄反之_____（签字）

黄反之

独家股份购买协议

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深圳市投控东海中小微企业投资企业(有限合伙)(公章)

执行事务合伙人或授权代表: (签字)



独家股份购买协议

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深圳市启赋嘉融投资管理合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: (签字)



独家股份购买协议

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中山市赋盈投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: (签字)



独家股份购买协议

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重庆南部私募股权投资基金合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: 唐文彬 (签字)



独家股份购买协议

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江苏走泉临港产业发展并购投资基金(有限合伙)(公章)

执行事务合伙人或授权代表(签字)



独家股份购买协议

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湖州亚商投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: (签字)

独家股份购买协议

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青岛立檀海鹏股权投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表



独家股份购买协议

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青岛立檀股权投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表：_____ (签字)



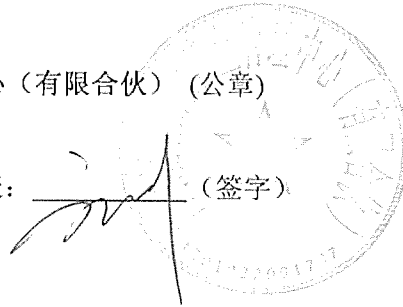
独家股份购买协议

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南京富睿财智基金管理中心（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



独家股份购买协议

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珠海旭华企业管理合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表:  (签字)



独家股份购买协议

(本页无正文，为《独家股份购买协议》的签署页)

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湖南长沙天心区玖玥创业投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表： (签字)



独家股份购买协议

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本协议由以下各方于文首之日及地点签署:

深圳市远致创业投资有限公司(公章)

执行事务合伙人或授权代表: 朱彬彬 (签字)



独家股份购买协议

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深圳市盈信国富实业有限公司 (公章)

执行事务合伙人或授权代表:

(签字)



独家股份购买协议

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杭州清科嘉启创业投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: 倪正东 (签字)



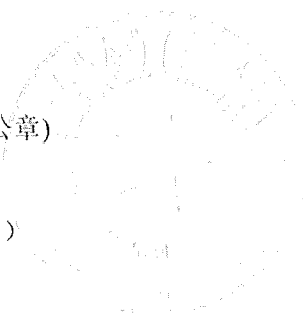
独家股份购买协议

（本页无正文，为《独家股份购买协议》的签署页）

本协议由以下各方于文首之日及地点签署。

杭州清科易聚投资管理合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：倪正东（签字）



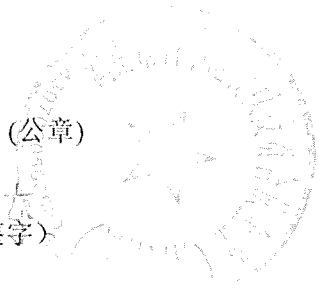
独家股份购买协议

（本页无正文，为《独家股份购买协议》的签署页）

本协议由以下各方于文首之日及地点签署。

湖南清科小池股权投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：倪正松（签字）



独家股份购买协议

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珠海横琴珥尊投资企业（有限合伙）（公章）

执行事务合伙人或授权代表：（签字）



独家股份购买协议

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本协议由以下各方于文首之日及地点签署。

乐致（厦门）投资合伙企业（有限合伙）(公章)

执行事务合伙人或授权代表： 林治华 (签字)



独家股份购买协议



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本协议由以下各方于文首之日及地点签署。

青岛城裕联合投资咨询有限公司(公章)

法定代表人：



(签字)

独家股份购买协议

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浙江中晖实业投资有限公司(公章)

法定代表人: (签字)



独家股份购买协议

(本页无正文，为《独家股份购买协议》的签署页)

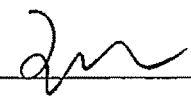
本协议由以下各方于文首之日及地点签署。

罗宁政 NR (签字)

独家股份购买协议

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本协议由以下各方于文首之日及地点签署。

王 明  （签字）

独家股份购买协议

本协议由宇远科技及宇远科技股东与人人爱公司签署
(本页无正文，为《独家股份购买协议》的签署页)

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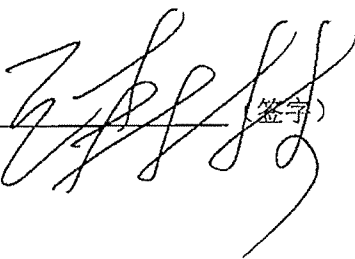
周文 (签字)

A handwritten signature in black ink, consisting of a large, stylized '1' shape with a loop at the bottom, crossing a horizontal line.

独家股份购买协议

(本页无正文，为《独家股份购买协议》的签署页)

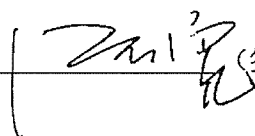
本协议由以下各方于文首之日及地点签署。

王森林  (签字)

独家股份购买协议

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傅哲宽 |  (签字)

独家股份购买协议

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王玲 2015 (签字)

独家股份购买协议

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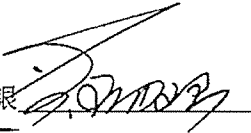
本协议由以下各方于文首之日及地点签署。

余燕妮 余燕妮（签字）

独家股份购买协议

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黄锡银  （签字）

独家股份购买协议

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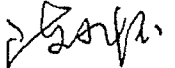
本协议由以下各方于文首之日及地点签署。

张如协 张如协（签字）

独家股份购买协议

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陈少怀  (签字)

独家股份购买协议

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深圳市宁远科技股份有限公司（公章）

法定代表人：



（签字）



股份质押协议

人人爱健康信息技术（深圳）有限公司

（作为“质权人”）

宁远科技机构股东

及

宁远科技自然人股东

（共同作为“出质人”）

和

深圳市宁远科技股份有限公司

（作为“目标公司”）

之

股份质押协议

日期：2023 年 10 月 20 日

股份质押协议

本股份质押协议(下称“本协议”)由以下各方于2023年10月20日在中华人民共和国(下称“中国”)深圳市签订:

- (1) 人人爱健康信息技术(深圳)有限公司(下称“质权人”),一家在中国深圳市依法成立并合法存续的外商投资有限公司,住所为深圳市前海深港合作区南山街道梦海大道5033号前海卓越金融中心(一期)8号楼408-6;
- (2) 三亚市启赋创业投资基金合伙企业(有限合伙),一家在中国三亚市依法成立并合法存续的合伙企业,住所为海南省三亚市天涯区三亚中央商务区凤凰岛1号楼A座550号;
- (3) 深圳市和远创业投资企业(有限合伙),一家在中国深圳市依法成立并合法存续的合伙企业,住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12楼;
- (4) 深圳市维康远聚创业投资企业(有限合伙),一家在中国深圳市依法成立并合法存续的合伙企业,住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12层;
- (5) 三亚市采希壹号私募基金合伙企业(有限合伙),一家在中国三亚市依法成立并合法存续的合伙企业,住所为海南省三亚市吉阳区迎宾路荣耀世纪大厦七楼704;
- (6) 深圳市启赋众盛创业投资合伙企业(有限合伙),一家在中国深圳市依法成立并合法存续的合伙企业,住所为深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司);
- (7) 芜湖领航基石创业投资合伙企业(有限合伙),一家在中国芜湖市依法成立并合法存续的合伙企业,住所为安徽省芜湖市江北产业集中区管委会D楼106室;
- (8) 深圳市维康凯瑞创业投资企业(有限合伙),一家在中国深圳市依法成立并合法存续的合伙企业,住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12层;
- (9) 广州领康投资合伙企业(有限合伙),一家在中国广州市依法成立并合法存续的合伙企业,住所为广州市萝岗区(中新知识城)凤凰三路17号自编五栋369房(仅限办公用途);
- (10) 深圳市分享择善精准医疗创业投资合伙企业(有限合伙),一家在中国深圳市依法成立并合法存续的合伙企业,住所为深圳市南山区粤海街道海天一路软件产业基地4栋A座701室;

- (11) 深圳市分享以道私募创业投资基金合伙企业(有限合伙)，一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区粤海街道滨海社区海天一路 19、17、18 号软件产业基地 4 栋 A7 层；
- (12) 深圳市投控东海中小微企业创业投资企业(有限合伙)，一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市前海深港合作区前湾一路 1 号 A 栋 201 室(入驻深圳市前海商务秘书有限公司)；
- (13) 深圳市启赋嘉融投资管理合伙企业(有限合伙)，一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区南头街道中心路(深圳湾段)3333 号中铁南方总部大厦 1002 号；
- (14) 中山市赋盈投资合伙企业(有限合伙)，一家在中国中山市依法成立并合法存续的合伙企业，住所为中山市火炬开发区科技东路 39 号之二 323E 卡(住所申报)；
- (15) 重庆南部私募股权投资基金合伙企业(有限合伙)，一家在中国重庆市依法成立并合法存续的合伙企业，住所为重庆市巴南区麻柳大道 300 号 2-1；
- (16) 江苏建泉临港产业发展并购投资基金(有限合伙)，一家在中国江阴市依法成立并合法存续的合伙企业，住所为江阴市滨江西路 2 号 12 号楼 320-01 室；
- (17) 湖州亚商投资合伙企业(有限合伙)，一家在中国湖州市依法成立并合法存续的合伙企业，住所为湖州市东吴国际广场龙鼎大厦 2527 室；
- (18) 青岛立檀海鹏股权投资合伙企业(有限合伙)，一家在中国青岛市依法成立并合法存续的合伙企业，住所为山东省青岛市莱西市姜山镇阳青路 32 号 9-110；
- (19) 青岛立檀股权投资合伙企业(有限合伙)，一家在中国青岛市依法成立并合法存续的合伙企业，住所为山东省青岛市莱西市姜山镇阳青路 32 号 5-310；
- (20) 南京富睿财智基金管理中心(有限合伙)，一家在中国南京市依法成立并合法存续的合伙企业，住所为南京市玄武区同仁西街 7 号南楼一层 108 房间；
- (21) 珠海旭华企业管理合伙企业(有限合伙)，一家在中国珠海市依法成立并合法存续的合伙企业，住所为珠海市万山镇东澳文化中心大楼 A 座 105 之三十三室；
- (22) 湖南长沙天心区玖玥创业投资合伙企业(有限合伙)，一家在中国长沙市依法成立并合法存续的合伙企业，住所为湖南省长沙市天心区暮云工业园长沙市亘晟门窗有限公司综合楼 201-05 房；
- (23) 深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，住所为深圳市福田区福田街道福安社区深南大道 4009 号投资大厦 14C1；
- (24) 深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，住所为深圳市福田区福田街道福南社区深南中路 3039 号国际文化大

厦 2208B-2;

- (25) 杭州清科嘉启创业投资合伙企业(有限合伙), 一家在中国杭州市依法成立并合法存续的合伙企业, 住所为上城区安家塘 25 号 107 室;
- (26) 杭州清科易聚投资管理合伙企业(有限合伙), 一家在中国杭州市依法成立并合法存续的合伙企业, 住所为浙江省杭州市上城区安家塘 25 号 103 室;
- (27) 湖南清科小池股权投资合伙企业(有限合伙), 一家在中国常德市依法成立并合法存续的合伙企业, 住所为常德柳叶湖旅游度假区七里桥街道戴家岗社区柳叶湖清科基金小镇 I 型号 C 栋 0602 号;
- (28) 珠海横琴珥尊投资企业(有限合伙), 一家在中国珠海市依法成立并合法存续的合伙企业, 住所为珠海市横琴新区富国道 69 号 1220 房;
- (29) 乐致(厦门)投资合伙企业(有限合伙), 一家在中国厦门市依法成立并合法存续的合伙企业, 住所为厦门市思明区海岸街 59 号 661 单元;
- (30) 青岛城裕联合投资咨询有限公司, 一家在中国青岛市依法成立并合法存续的有限责任公司, 住所为山东省青岛市市南区宁夏路 288 号 3 号楼 106 室 0255(集中办公区);
- (31) 浙江中晖实业投资有限公司, 一家在中国杭州市依法成立并合法存续的有限责任公司, 住所为杭州市白石巷 258 号 10 楼 1005 室;
(上述机构股东以下统称为“宁远科技机构股东”)
- (32) 罗宁政, 中国公民, 身份证号码为 430104197303264613, 地址为广东省深圳市南山区棉山路 11 号香格名苑 D 栋 16B;
- (33) 王明, 中国公民, 身份证号码为 430382198211120019, 地址为广东省深圳市宝安区前进二路桃源居 1 区 11 栋 2 单元;
- (34) 周文, 中国公民, 身份证号码为 43010319690609101X, 地址为长沙市雨花区南大路 28 号福安公寓 704 房;
- (35) 王森林, 中国公民, 身份证号码为 11010819740826547X, 地址为北京市昌平区回龙观镇龙禧苑小区二区 8 号楼 4 单元 101 号;
- (36) 傅哲宽, 中国公民, 身份证号码为 430103196912052711, 地址为广东省深圳市南山区中山园路中山颐景景园 A 栋 701;
- (37) 王玲, 中国公民, 身份证号码为 430102197402250521, 地址为深圳市福田区擎天华庭擎天阁 17E;
- (38) 余燕妮, 中国公民, 身份证号码为 420502197907311326, 地址为广东省深圳市福田区福荣路蓝湾半岛 G 栋 2201;

股份质押协议

- (39) 黄锡银, 中国公民, 身份证号码为 440301196008070911, 地址为深圳市罗湖区东门北路翠竹苑翠柏楼 5D;
- (40) 张如协, 中国公民, 身份证号码为 370202296811171810, 地址为广州市海珠区滨江东路 37 号 2408 房;
- (41) 黄反之, 中国公民, 身份证号码为 321102196706220437, 地址为广东省深圳市南山区松坪村 6 栋 602 房;
- (42) 陈少怀, 中国公民, 身份证号码为 440301196111194111, 地址为深圳市福田区福源大厦 2-24C;

(以上自然人股东以下统称为“宁远科技自然人股东”, 宁远科技机构股东、宁远科技自然人股东以下分别及共同被称为“出质人”)

- (43) 深圳市宁远科技股份有限公司(下称“目标公司”或“宁远科技”), 一家在中华人民共和国深圳市依法成立并合法存续的股份有限公司, 住所为深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼。。

(本协议中, 质权人、出质人和目标公司以下各称“一方”, 合称“各方”)

鉴于:

1. 截至本协议签署之日, 出质人三亚市启赋创业投资基金合伙企业(有限合伙), 一家在中国三亚市依法成立并合法存续的合伙企业, 其持有宁远科技 6.0231% 的股份; 深圳市和远创业投资企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 其持有宁远科技 5.6636% 的股份; 深圳市维康远聚创业投资企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 其持有宁远科技 4.5239% 的股份; 三亚市采希壹号私募基金合伙企业(有限合伙), 一家在中国三亚市依法成立并合法存续的合伙企业, 其持有宁远科技 4.5272% 的股份; 深圳市启赋众盛创业投资合伙企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 其持有宁远科技 4.5272% 的股份; 芜湖领航基石创业投资合伙企业(有限合伙), 一家在中国芜湖市依法成立并合法存续的合伙企业, 其持有宁远科技 4.3910% 的股份; 深圳市维康凯瑞创业投资企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 其持有宁远科技 3.2192% 的股份; 广州领康投资合伙企业(有限合伙), 一家在中国广州市依法成立并合法存续的合伙企业, 其持有宁远科技 2.2252% 的股份; 深圳市分享择善精准医疗创业投资合伙企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 其持有宁远科技 2.1473% 的股份; 深圳

市分享以道私募创业投资基金合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市投控东海中小微创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.9325%的股份；深圳市启赋嘉融投资管理合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.3891%的股份；中山市赋盈投资合伙企业（有限合伙），一家在中国中山市依法成立并合法存续的合伙企业，其持有宁远科技 1.2884%的股份；重庆南部私募股权投资基金合伙企业（有限合伙），其持有宁远科技 1.2755%的股份；江苏楚泉临港产业发展并购投资基金（有限合伙），一家在中国江阴市依法成立并合法存续的合伙企业，其持有宁远科技 1.2460%的股份；湖州亚商投资合伙企业（有限合伙），一家在中国湖州市依法成立并合法存续的合伙企业，其持有宁远科技 1.1576%的股份；青岛立檀海鹏股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 1.1463%的股份；青岛立檀股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 0.9968%的股份；南京富睿财智基金管理中心（有限合伙），一家在中国南京市依法成立并合法存续的合伙企业，其持有宁远科技 0.9345%的股份；珠海旭华企业管理合伙企业（有限合伙），一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.8971%的股份；湖南长沙天心区玖玥创业投资合伙企业（有限合伙），一家在中国长沙市依法成立并合法存续的合伙企业，其持有宁远科技 0.8589%的股份；深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.6945%的股份；深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.5788%的股份；杭州清科嘉启创业投资合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；杭州清科易聚投资管理合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；湖南清科小池股权投资合伙企业（有限合伙），一家在中国常德市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；珠海横琴玗尊投资企业（有限合伙），一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；乐致（厦门）投资合伙企业（有限合伙），一家在中国厦门市依法成立并合法存续的合伙企业，其持有宁远科技 0.3436%的股份；青岛城裕联合投资咨询有限公司，一家在中国青岛市依法成立并合法存续的有限责任公司，其持有

宁远科技 1.7483%的股份；浙江中晖实业投资有限公司，一家在中国杭州市依法成立并合法存续的有限责任公司，其持有宁远科技 0.3497%的股份，罗宁政，中国公民，其持有宁远科技 29.1974%的股份；王明，中国公民，其持有宁远科技 3.9494%的股份；周文，中国公民，其持有宁远科技 2.1133%的股份；王森林，中国公民，其持有宁远科技 1.7209%的股份；傅哲宽，中国公民，其持有宁远科技 0.9784%的股份；王玲，中国公民，其持有宁远科技 0.9560%的股份；余燕妮，中国公民，其持有宁远科技 0.4295%的股份；黄锡银，中国公民，其持有宁远科技 0.1683%的股份；张如协，中国公民，其持有宁远科技 0.1288%的股份；黄反之，中国公民，其持有宁远科技 0.0859%的股份；陈少怀，中国公民，其持有宁远科技 0.0421%的股份。目标公司系一家在中国深圳市注册成立的股份有限公司。目标公司有意在此确认出质人和质权人在本协议下的权利和义务并就股份质押提供必要的协助；

2. 质权人是一家在中国注册的外商投资有限公司，系拟于香港联合交易所有限公司主板上市的 160 Health International Limited（下称“拟上市公司”）通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司。质权人与目标公司于 2023 年 10 月 20 日签署了一份《独家业务合作协议》（下称“《独家业务合作协议》”），约定质权人向目标公司提供独家技术支持、咨询及其他服务，目标公司同意为该等服务向质权人支付相应的服务费；
3. 本协议各方于 2023 年 10 月 20 日签署了一份《独家股份购买协议》（下称“《独家股份购买协议》”），约定在中国法律允许和符合相应条件的情况下，如果质权人根据其独立判断提出购买要求，出质人应根据其要求向质权人和/或其指定的任何其他实体或个人转让其在目标公司中持有的全部或者部分股份；
4. 本协议各方于 2023 年 10 月 20 日签署了一份《股东表决权委托协议》（下称“《股东表决权委托协议》”），约定出质人不可撤销地全权委托质权人届时指定的人士代表出质人行使其在目标公司的全部股东委托、表决权利；
5. 作为出质人对上述合同项下义务履行以及对担保债务清偿的担保，出质人愿意无条件及不可撤销地将其持有的全部目标公司股份出质给质权人，并赋予质权人第一受偿质押权，且目标公司同意该等股份质押安排。

因此，经各方协商一致，各方商定按照以下条款签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 **合同义务**：指出质人在《独家股份购买协议》以及《股东表决权委托协议》项下所负的所有合同义务；目标公司在《独家业务合作协议》、《独家股份购买协议》以及《股东表决权委托协议》项下所负的所有合同义务；以及出质人与目标公司在本协议项下所负的所有合同义务。
- 1.2 **担保债务**：指质权人因出质人、目标公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失，该等损失的金额依据包括但不限于质权人合理的商业计划和盈利预测及质权人为强制出质人、目标公司执行其合同义务而发生的所有费用。
- 1.3 **交易协议**：指《独家业务合作协议》、《股东表决权委托协议》以及《独家股份购买协议》。
- 1.4 **质权**：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所享有的，以出质人质押给质权人的股份折价或拍卖、变卖该等股份的价款优先受偿的权利。
- 1.5 **质押股份**：指由出质人于本协议生效时所合法拥有的、并将根据本协议的规定质押给质权人作为其和目标公司履行合同义务之担保的全部目标公司的股份以及根据本协议第 2.6 条增加的出资额而形成的股份。
- 1.6 **违约事件**：指本协议第 4.6 条所指的事件。
- 1.7 **违约通知**：指质权人根据本协议发出的宣布违约事件的通知。
- 1.8 **关联公司**：指就一方而言，指控制该方、受该方控制或与该方受共同控制的任何其他人、企业、信托或非公司组织。在本协议中，“控制”指直接或间接拥有超过所涉及公司各类具表决权的股权 50%及以上或拥有指引或促成指引该公司管理或决策的权力。
- 1.9 **中国法律**：指届时有效的中国宪法、法律、行政法规、地方法规、国务院各部委规章、地方政府规章以及具有法律约束力的规范性文件（包括有权解释机关对上述各项所作的解释或说明，如司法解释等）。
- 1.10 **中国**：指中华人民共和国，仅为本协议之目的，不涉及香港、澳门特别行政区与台湾地区。

2. 股份出质

- 2.1 出质人同意将其合法拥有并有权处分的质押股份按照本协议的约定出质给质权人，作为合同义务的履行及担保债务的偿还的担保。目标公司同意出质人按照本协议的约定将质押股份出质给质权人。

- 2.2 出质人承诺其将负责在本协议签署之日将本协议项下的股份质押安排(“股份质押”)记载于目标公司的股东名册,同时出质人承诺其将于本协议签署之日将出质人在目标公司的股份出资证明书及股东名册交付质权人保管;出质人及目标公司进一步承诺在本协议签署后质权人要求的合理期限内将本协议项下的股份质押在相关工商行政管理部门办理股份出质设立登记。各方确认,如相关工商行政管理机关在办理股份质押登记中要求明确担保范围涉及的主债权金额,则仅为办理该股份质押登记目的,各方同意将主合同项下的债权金额登记为本金港币 200,000,000.00 元(港币贰亿元整)及相关合同下所有及任何违约责任和损失赔偿金额。为办理股份质押登记目的明确前述债权金额不减损或限制质权人作为被担保人根据相关主合同及本协议享有的所有权利和利益。
- 2.3 在本协议有效期间,除非因质权人的故意或重大过失,对质押股份发生任何价值减少的情况,质权人皆不负任何责任,出质人亦无权对质权人进行任何形式的追索或提出任何要求。
- 2.4 在不违反本协议第 2.3 项约定的前提下,若质押股份有任何价值明显减少的可能,足以危害质权人权利的,出质人同意,质权人可以随时代理出质人拍卖或者变卖质押股份,并与出质人协议将拍卖或者变卖所得的价款用于提前清偿担保债务或者向质权人所在地公证机关提存(由此所发生之任何费用从拍卖或者变卖所得的价款中偿付)。此外,出质人应该提供令质权人满意的其其他财产作为担保。当上述可能导致质押股份有任何价值明显减少的可能,足以危害质权人权利的事件发生时,出质人必须及时通知质权人,并根据质权人的合理要求,采取必要行动解决上述事件或降低其不利影响。否则,因此而导致的直接或间接损失,出质人应当向质权人承担相应的赔偿责任。
- 2.5 当任何违约事件发生时,质权人有权按本协议第 4 条约定的方式处分质押股份。
- 2.6 在质权人事先书面同意的情况下,任何出质人可以受让其他出质人持有的目标公司的股份或认购目标公司新增注册资本。出质人因受让股份或认购目标公司新增注册资本出资额而形成的股份亦属于质押股份。在出质人受让股份或对目标公司增资完成后,出质人及目标公司应立即将变更的股份质押或该新增加股份的质押记载于目标公司的股东名册,并在质权人要求的合理期限内就变更的股份质押或该新增加股份的质押向相关工商行政管理部门办理股份出质变更及/设立登记。
- 2.7 在质权人事先书面同意的情况下,出质人方可就质押股份而分得股息或分红。

出质人同意，在质押存续期间，质权人有权收取质押股份所产生的任何股息或分红。目标公司应将该部分款项支付至质权人届时指定的银行账户。

3. 质押的解除

- 3.1 在出质人、目标公司充分、完全并不可撤销地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的书面要求，解除本协议下的股份质押，且出质人和目标公司应在目标公司股东名册记载股份质押的变更及解除在相关工商行政管理部门处所作的股份出质设立登记，因解除股份质押而产生的合理费用由出质人和目标公司承担。

4. 质押股份的处分

- 4.1 各方同意，如发生任何违约事件，出质人及/或目标公司在合理期限内或在质权人书面通知出质人及/或目标公司并提出补正要求后质权人要求的合理期限内仍未补正或采取补救措施的，则质权人有权在给予出质人书面通知后，行使其根据中国法律、交易协议及本协议条款而享有的全部违约救济权利和权力(包括但不限于管理其业务的权利及取用收入的权利)，包括(但不限于)：
- (1) 要求出质人及/或目标公司立即支付交易协议项下的全部欠款或其他应付款；
 - (2) 质权人拍卖或变卖质押股份以优先受偿；
 - (3) 以质押股份折价清偿担保债务；及/或
 - (4) 质权人在中国法律规定允许的范围内用其他方式来处置质押股份。
- 质权人有权依据其独立判断选择行使任何上述权利。在此情况下，本协议的其他各方应无条件地给予全力配合。质权人对其合理行使该等权利和权力造成的任何损失不负责任。
- 4.2 质权人有权以书面方式指定其律师或其他代理人行使其上述的任何及所有权利和权力，出质人或目标公司对此均不得提出异议。
- 4.3 对于质权人在行使上述任何或全部权利和权力时所产生的合理费用，质权人有权从其行使权利和权力而获得的款项中按照实际发生的数额扣除该等费用。
- 4.4 质权人行使其在本条项下的权利和权力所获得的款项，应按下列次序处理：
- (1) 支付因处分质押股份和质权人行使其权利和权力而产生的一切费用(包括支付其律师的律师费和代理人的酬金)；
 - (2) 支付因处分质押股份而应缴的税费；

(3) 向质权人偿还担保债务。

扣除上述款项后尚有剩余的, 质权人应将剩余之款项交还出质人或根据有关中国法律的规定对该款项享有权利的其他人或者向质权人所在地公证机关提存(由此所发生之任何费用从余款中支付)。

4.5 质权人有权选择同时或先后行使其享有的任何违约救济, 质权人在行使本协议项下的拍卖或变卖质押股份的权利前, 无须先行使其他违约救济。

4.6 为本协议的目的, 下列任一事件均被视为违约事件:

- (1) 指任何出质人对其在《独家股份购买协议》、《股东表决权委托协议》及/或本协议项下的任何合同义务的违反或不能履行, 目标公司对其在《独家股份购买协议》、《股东表决权委托协议》、《独家业务合作协议》及/或本协议项下的任何合同义务的违反或不能履行;
- (2) 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任(a)因违约被要求提前偿还或履行; 或(b)已到期但不能如期偿还或履行, 致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- (3) 出质人不能偿还一般债务或其他欠债;
- (4) 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务;
- (5) 如果本协议可被执行或使之合法或生效所需之政府部门同意、许可、批准或授权被撤回、终止、失效或有实质性修改;
- (6) 出质人因其所拥有的财产出现不利变化, 致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- (7) 目标公司只能履行部分或拒绝履行《独家业务合作协议》项下的支付义务;
- (8) 按有关中国法律规定质权人不能行使及/或处分质权的其他情况。

5. 费用及开支

5.1 一切与本协议项下股份质押的设立有关的实际开支, 其中包括(但不限于)印花税、任何其他税收及全部法律费用等, 应全部由出质人承担, 如中国法律规定由质权人承担且质权人已缴付相关税费的, 出质人应向质权人就质权人已缴付的税费给予足额补偿。

6. 持续性及不弃权

6.1 本协议项下设立的股份质押是一项持续的保证, 其有效性应延续至合同义务

被完全履行及/或担保债务被完全清偿时止。质权人对出质人任何违约的豁免、宽限或质权人延迟行使其在交易协议及本协议项下的任何权利，均不能影响质权人在本协议和有关中国法律和交易协议项下，在以后任何时候要求出质人、目标公司严格执行交易协议及本协议的权利或质权人因出质人、目标公司随后违反交易协议及/或本协议而享有的权利。

7. 出质人陈述和保证

出质人向质权人陈述及保证如下：

- 7.1 作为出质人之一的宁远科技机构股东是根据其注册地法律适当注册并合法存续的有限责任公司及/或有限合伙企业，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。作为出质人之一的宁远科技自然人股东是具有完全民事行为能力的自然人，具有独立的法律地位进行民事活动，具有签署、交付并履行本协议的行为能力，且可以独立地作为一方诉讼主体。
- 7.2 出质人向质权人在本协议生效前提供的，有关出质人的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实、正确、准确和完整的。
- 7.3 出质人向质权人在本协议生效后及有效期间提供的，有关出质人的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和正确、准确和完整的。
- 7.4 在本协议生效时，出质人是质押股份的所有合法所有权人，没有任何现存的有关质押股份所有权的争议。出质人有权处分质押股份及其任何部份。
- 7.5 除因本协议而在质押股份上设定的担保权益及交易协议项下所设定的权利外，质押股份上没有任何其他担保权益或第三人的权益及其他任何限制，也不存在与质押股份相关的应付而未付的税赋、费用。
- 7.6 质押股份系可以依法出质和转让的，且出质人有充分的权利和权力依本协议的规定将质押股份出质给质权人。
- 7.7 本协议经出质人适当签署并根据本协议条款生效后，对出质人构成合法、有效和具有约束力的义务。
- 7.8 除需向工商行政管理部门办理的股份出质设立登记外，就本协议的签署和履行及本协议项下之股份质押生效须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或得到办理，并将在本协议有效期内充分、持

续有效。

- 7.9 出质人之签署和履行本协议与其适用的所有法律、以其为一方的或对其资产有约束力的任何协议、任何法院判决、任何仲裁机关的裁决、任何行政机关的决定并无违反或抵触。
- 7.10 本协议项下的质押构成对质押股份的第一顺序的担保权益。
- 7.11 因质押股份的取得而应缴付的所有税收和费用已由出质人全额缴付。
- 7.12 在任何法院或仲裁庭均没有针对出质人、或其财产、或质押股份的未决的或就出质人所知有威胁的诉讼、法律程序或请求，同时在任何政府机构或行政机关亦没有任何针对出质人、或其财产、或质押股份的未决的或就出质人所知有威胁的诉讼、法律程序或请求，将对出质人的经济状况或其履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。
- 7.13 出质人兹向质权人保证上述陈述及保证在合同义务被全部履行及/或担保债务被完全清偿前的任何时候的任何情形下，都将是真实、正确、准确和完整的，并将被完全地遵守。

8. 目标公司陈述和保证

目标公司向质权人陈述及保证如下：

- 8.1 目标公司是根据中国法律适当注册并合法存续的股份有限公司，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 8.2 目标公司向质权人在本协议生效前提供的，有关质押股份的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实、正确、准确和完整的。
- 8.3 目标公司向质权人在本协议生效后及有效期间提供的，有关质押股份的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实、正确、准确、完整和有效的。
- 8.4 本协议经目标公司适当签署并根据本协议条款生效后，对目标公司构成合法、有效和具有约束力的义务。
- 8.5 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的目标公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
- 8.6 在任何法院或仲裁庭均没有针对质押股份、目标公司或其资产（包括但不限于其持有的任何业务资源、重大客户资源和/或其他公司的股份或类似权益，

下同)的未决的或就目标公司所知有威胁的诉讼、法律程序或请求,同时在任何政府机构或行政机关亦没有任何针对质押股份、目标公司或其资产的未决的或就目标公司所知有威胁的诉讼、法律程序或请求,将对目标公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

- 8.7 目标公司兹同意就出质人在本协议第 7.4 条、第 7.5 条、第 7.6 条、第 7.8 条、第 7.10 条、第 7.11 条、第 7.12 条及第 7.13 条项下所作的陈述及保证向质权人承担连带责任。
- 8.8 目标公司兹向质权人保证上述陈述及保证在合同义务被全部履行及/或担保债务被完全清偿前的任何时候的任何情形下,都将是真实、正确、准确和完整的,并将被完全地遵守。

9. 出质人承诺

出质人兹向质权人承诺如下:

- 9.1 未经质权人的事先书面同意,出质人不得在质押股份和/或目标公司关联公司的股份上设立或允许设立任何新的质押或其它任何担保权益或其他第三方权利,否则该等质押或其他任何担保权益无效。
- 9.2 未经事先书面通知质权人并获得其事先书面同意,出质人不得将质押股份和/或目标公司关联公司的股份转让,出质人的所有拟转让质押股份和/或目标公司关联公司股份的行为无效。经质权人书面同意的股份转让,出质人应首先将转让质押股份所得价款用于提前向质权人清偿担保债务或向与质权人约定的第三人提存。
- 9.3 当有任何法律诉讼、仲裁或其它请求发生,而可能会对出质人或质权人在交易协议及本协议项下的利益或质押股份有不利影响时,出质人保证将尽快和及时地书面通知质权人,并根据质权人的合理要求,采取一切必要措施以确保质权人对质押股份的质押权益。
- 9.4 出质人不得进行或容许任何可能会对质权人在交易协议及本协议项下的权利或质押股份有不利影响之行为或行动,包括但不限于向任何第三方提供借款或承担任何债务。出质人在此不可撤销地放弃质权人实现质权时的优先购买权。
- 9.5 出质人及目标公司在本协议签署后的质权人要求的合理期限内将本协议项下的股份质押在相关工商行政管理部门办理股份出质设立登记,并且出质人及目标公司保证根据质权人的合理要求,采取一切必要措施及签署一切必要

文件(包括但不限于本协议的补充协议), 以确保质权人对质押股份的质押权益及该等权利的行使和实现。

- 9.6 如果由于本协议项下质权的行使而引起任何质押股份的转让, 出质人保证采取一切措施以实现该等转让。
- 9.7 出质人确保为本协议的签订、质权的设定以及质权的行使之目的而召开的目标公司的股东大会、董事会的会议召集程序、表决方式与内容不违反法律、行政法规或者目标公司章程。
- 9.8 在合同义务被履行完毕且担保债务被悉数清偿完毕前, 出质人不得放弃其持有的根据本协议所质押给质权人的股份, 和/或放弃因持有上述质押股份所产生的孳息, 包括但不限于股息、红利、送配股。
- 9.9 在合同义务被履行完毕且担保债务被悉数清偿完毕前, 未经质权人事先书面同意, 出质人不得通过任何决议同意目标公司转让、出售或以任何其他方式处置其任何的资产。
- 9.10 在合同义务被履行完毕且担保债务被悉数清偿完毕前, 质权人有权收取因该等质押股份而产生的法定孳息, 包括但不限于股息、红利及送配股; 出质人应在接获质权人的书面要求后将该等孳息存入质权人书面指定的账户, 或用来提前清偿担保债务; 存入质权人书面指定账户的上述孳息, 未经质权人书面同意, 出质人不得支取。
- 9.11 如质押股份涉及任何财产保全或强制执行, 或质押股份发生价值减少或灭失等严重影响出质人履行其在本协议项下义务的情形, 出质人应立即将该等情形书面通知质权人, 并配合质权人采取有效措施保障质权人的权利和利益, 包括但不限于提供额外的财产以作担保或质押。
- 9.12 若任何第三方对质押股份发生权属争议, 或者质权人的质权受到或可能受到来自任何第三方的其他不利影响时, 出质人应立即书面通知质权人, 并应当配合质权人采取有关措施。
- 9.13 如发生针对出质人或质押股份的任何民事或刑事诉讼或行政诉讼或仲裁或任何其他法律程序, 或者出质人所知将面临上述任何诉讼、仲裁或其他法律程序的威胁, 出质人应立即将该等情形及其应变方案书面通知质权人。
- 9.14 如根据适用中国法律, 对本协议的任何修订、补充或更新必须在完成相应的质押变更审批和/或登记手续后才能生效, 出质人应在完成该等修订、补充或更新之日起质权人要求的合理期限内相关工商行政管理部门办理该等变更登记手续。
- 9.15 出质人承诺放弃收取本协议生效以前的尚未分配的目标公司的税后利润, 并

同意及承诺该等未分配的税后利润将保存于目标公司用作其营运资金/储备基金。

- 9.16 在符合中国相关法律法规规定的条件下，本协议项下的股份质押系持续担保，在本协议存续期间保持完全有效，即使出质人或目标公司资不抵债、清算、丧失行为能力或发生组织或地位变化，或各方之间发生任何资金冲抵，或发生其他任何事件，本协议项下股份质押均不受影响。
- 9.17 未经事先书面通知质权人并获得其事先书面同意，出质人不得要求并促使股东大会同意增加或减少目标公司注册资本，出质人的所有拟改变目标公司注册资本的行为无效。
- 9.18 若出质人收到主管部门就质押发出的通知、命令或建议，有关出质人须于收到通知、命令或建议后的 5 个工作日内向质权人告知该等通知、命令或建议，并须遵从该等通知、命令或建议行事，或在质权人合理要求或同意下提出反对。
- 9.19 出质人各自己同意及已促使其直接股东、最终股东(或实际控制人)、董事、继任人、代理及信托人作出一切适当的安排及签署一切必要的文件，以确保一旦发生(i)合并、分拆、解散、清盘、注销或吊销营业许可或转让权益；(ii)控股股东或实际控制人变动；(iii)身故、失去工作能力、离异及/或出现可能影响相关出质人行使其权利的其他任何情况，相关出质人的清盘人、债权人、承让人、继任人、代理或信托人将继续履行协议的责任。

10. 目标公司承诺

- 10.1 若就本协议的签署和履行及本协议项下之股份质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)，则目标公司将尽力协助取得并保持其在本协议有效期内充分有效。
- 10.2 未经质权人的事先书面同意，目标公司将不会设置或协助或允许在质押股份和/或目标公司关联公司股份上设立任何新的质押或其它任何担保权益或第三方权利。
- 10.3 未经质权人的事先书面同意，目标公司将不会转让或协助或允许将质押股份和/或目标公司关联公司的股份转让，否则所有转让的行为无效。
- 10.4 未经质权人的事先书面同意，目标公司将不会转让、出售和以任何其他方式处置其和/或目标公司关联公司任何的资产。
- 10.5 当有任何法律诉讼、仲裁或其它请求发生，而可能会对目标公司、质押股

份或质权人在交易协议及本协议项下的利益有不利影响时，目标公司保证将尽快和及时地书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对质押股份的质押权益。

- 10.6 目标公司不得进行或容许任何可能会对质权人在交易协议及本协议项下的利益或质押股份有不利影响之行为或行动，包括但不限于受第9条限制的任何行为和行动。
- 10.7 在本协议有效期内，未经质权人事先书面同意，目标公司不得改变或支持任何股东去改变目标公司现有的股份结构及/或更改其现有业务性质和/或经营范围；目标公司确保其关联公司不得改变或支持任何股东去改变其关联公司现有的股份结构及更改其关联公司现有业务性质和/或经营范围。
- 10.8 除非获得质权人的书面同意，目标公司不会向出质人分配或分派本协议生效前目标公司尚未分配的税后利润。
- 10.9 在符合中国相关法律法规规定的条件下，本协议项下的股份质押系持续担保，在本协议存续期间保持完全有效，即使出质人或目标公司资不抵债、清算、丧失行为能力或发生组织或地位变化，或各方之间发生任何资金冲抵，或发生其他任何事件，本协议项下股份质押均不受影响。

11. 情势变更

- 11.1 作为补充，并且不与交易协议及本协议的其它条款相违背，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，或由于有关登记程序的改变，致使质权人认为维持本协议生效、维持本协议项下的质权有效及/或以本协议规定的方式处分质押股份变为不合法或与该等法律、法规或规章相违背时，出质人和目标公司应立即按质权人的书面指令，并根据质权人的合理要求，采取任何行动，和/或签署任何协议或其他文件，以：
- (1) 保持本协议及本协议项下的质权有效；
 - (2) 便利以本协议规定的方式处分质押股份；和/或
 - (3) 维持或实现本协议设立的或意图设立的担保。

12. 本协议之生效和期限

- 12.1 本协议自各方签署之日起生效。出质人及目标公司应在本协议签署后的当日将本协议项下的股份质押依法记载于目标公司的股东名册，并且应在本协议签署后质权人要求的合理期限内将本协议项下的股份质押在相关工商行政

股份质押协议

管理部门办理股份出质设立登记，但如因不可归责于出质人的原因未能及时获得办理，则不视为出质人违约。

- 12.2 出质人应在本协议生效后根据质权人的要求将工商行政管理部门签发且已加盖出质登记专用章的出质登记通知书以质权人满意的形式提供给质权人。
- 12.3 受制于第 12.4 条，本协议的期限自本协议签署之日起至合同义务被完全履行且担保债务被完全清偿时，或各出质人已根据《独家股份购买协议》转让其于目标公司的股份予质权人及/或其指定人士，或交易协议失效或终止（以时间较晚者为准）为止，除非质权人通过提前三十（30）日向出质人发出书面通知的方式终止本协议。
- 12.4 由于质权人受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）的规定，本协议项下的交易将构成上市规则内所定义的持续关连交易，而质权人可能需要就有关的关连交易取得独立股东的批准（除非取得香港联合交易所有限公司所给予的有关豁免），而届时如有有关的关连交易未能符合上市规则的有关规定，则质权人有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。
- 12.5 即使出质人持有的目标公司的股份比例后续发生变动，本协议继续有效。

13. 通知

- 13.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致质权人： 人人爱健康信息技术(深圳)有限公司

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致三亚市启赋创业投资基金合伙企业（有限合伙）：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致深圳市和远创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致深圳市维康远聚创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致三亚市采希壹号私募基金合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致深圳市启赋众盛创业投资合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致芜湖领航基石创业投资合伙企业（有限合伙）

住所：深圳市福田区福中三路诺德中心 35F 基石资本

收件人：黄世靖

电话：18824674333

传真：

致深圳市维康凯瑞创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

股份质押协议

传真：

致广州领康投资合伙企业（有限合伙）

住所：深圳市福田区福中三路诺德中心 35F 基石资本

收件人：黄世靖

电话：18824674333

传真：

致深圳市分享择善精准医疗创业投资合伙企业（有限合伙）

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

传真：

致深圳市分享以道私募创业投资基金合伙企业（有限合伙）

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

传真：

致深圳市投控东海中小微创业投资企业（有限合伙）

住所：深圳市南山区高新南九道 1001 号创投大厦 48 楼

收件人：何颖俊

电话：13510474743

传真：

致深圳市启赋嘉融投资管理合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致中山市赋盈投资合伙企业（有限合伙）

股份质押协议

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致重庆南部私募股权投资基金合伙企业（有限合伙）

住所：深圳市南山区高新南九道 1001 号创投大厦 48 楼

收件人：何颖俊

电话：13510474743

传真：

致江苏走泉临港产业发展并购投资基金（有限合伙）

住所：江苏省南京市浦口区滨江大道 396 号扬子江金融示范区 10 号楼 4 楼

收件人：刘书成

电话：18013308810

传真：

致湖州亚商投资合伙企业（有限合伙）

住所：上海市长宁区延安西路 2558 号 1 号别墅楼

收件人：奚代华

电话：13816357749

传真：

致青岛立檀海鹏股权投资合伙企业（有限合伙）

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

传真：

致青岛立檀股权投资合伙企业（有限合伙）

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

股份质押协议

传真:

致南京富睿财智基金管理中心（有限合伙）

住所：江苏省南京市浦口区滨江大道 396 号扬子江金融示范区 10 号楼 4 楼

收件人：刘书成

电话：18013308810

传真:

致珠海旭华企业管理合伙企业(有限合伙)

住所：浙江省台州市仙居县南峰街道世纪华都 12 楼财务室

收件人：朱娅萍

电话：136 6685 4479

传真:

致湖南长沙天心区玖玥创业投资合伙企业（有限合伙）

住所：湖南省长沙市岳麓区观沙岭街道滨江路 53 号楷林国际大厦 A 栋 1801

收件人：彭立中

电话：13973186433

传真:

致深圳市远致创业投资有限公司

住所：深圳市福田区福华一路 6 号免税商务大厦 33 层

收件人：朱彬彬

电话：18566689860

传真:

致深圳市盈信国富实业有限公司

住所：深圳市罗湖区清水河街道金湖一街 47 号中国徽酒文化艺术馆（百岁酱
香牌上楼梯）

收件人：詹美瑜

电话：13138169144

传真:

致杭州清科嘉启创业投资合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致杭州清科易聚投资管理合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致湖南清科小池股权投资合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致珠海横琴珥尊投资企业（有限合伙）

住所：珠海市香洲区仁恒星园 19 栋一单元 2701 室

收件人：方海林

电话：13232282888

传真：

致乐致（厦门）投资合伙企业（有限合伙）

住所：厦门同安工业集中区草塘路 698 号

收件人：彭军民

电话：18030052188

传真：

致青岛城裕联合投资咨询有限公司

住所：山东省青岛市市南区宁夏路 288 号 3 号楼 106 室 0255（集中办公区）

收件人：李书林

股份质押协议

电话：18354264027

传真：

致浙江中晖实业投资有限公司

住所： 杭州市拱墅区白石路 258 号浙江经协发展大厦

收件人：黄陈芳

电话：139 5807 1079

传真：

致罗宁政：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致王明：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致周文：

地址：湖南省长沙市天心区湘府中路 198 号新南城商务中心 A 栋 1324 房

收件人：曾素芬

电话：13481035467

致王森林：

地址：北京市海淀区西三旗建材城西路上奥世纪中心 A 座 2002 室

收件人：王冲

电话：18518610059

致傅哲宽：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

致王玲：

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

致余燕妮：

住所：湖北省宜昌市伍家岗区沿江大道 169 号廊桥水岸 5-014 号

收件人：余燕妮

电话：13085155133

致黄锡银：

住所：深圳市罗湖区文锦中路 2019 号名都大厦 B 座二楼

收件人：黄锡银

电话：13923730429

致张如协：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

致黄反之：

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

致陈少怀：

住所：深圳市南山区蓝天路 8 号后海公馆 2 栋 1705 室

收件人：陈少怀

电话：13502815160

致宁远科技：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

- 13.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

14. 其他事项

- 14.1 出质人及目标公司同意，在不与届时中国法律相违背的情况下，在质权人通知出质人及目标公司后，质权人即可以以任何方式以及其认为适当的条款和条件（包括再委派的权利），将其在本协议、交易协议及其他担保文件项下其可行使的任何权利委派或转让给任何第三方行使；但出质人或目标公司未取得质权人事先书面同意，不得将其在本协议项下的权利、义务或责任转让给任何第三方。出质人和目标公司的继受人或经许可的受让人(如有)须继续履行出质人和目标公司在本协议项下各自的义务。
- 14.2 质权人在根据本协议的约定行使其对质押股份的质权时所自行认定的担保债务的金额应作为本协议项下担保债务的终局性证据。
- 14.3 本协议为一份独立于交易协议及其他担保文件的法律文件，交易协议或其他担保文件无效均不影响本协议项下各方的权利和义务，若交易协议或其他担保文件被宣告无效，但出质人仍存在尚未履行的合同义务或仍欠付质权人担保债务时，本协议项下的质押股份仍应作为担保债务的质押担保，直至出质人完全履行合同义务并清偿全部担保债务为止。
- 14.4 本协议用中文书写，正本一式【四十三（45）】份，本协议之各方各执一（1）份，剩余两份用以办理股份质押登记手续。
- 14.5 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。
- 14.6 本协议项下发生的及与本协议有关的任何争议应由双方协商解决，如争议产生后三十(30)日内双方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“**仲裁机构**”)，依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁的结果是终局性的，对双方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对目

标公司的股份或资产（包括但不限于物业权益）裁定赔偿或抵偿质权人因本协议其他方当事人的违约行为而对质权人造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对目标公司及质权人的清算令。

- 14.7 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或宁远科技住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于目标公司及质权人之股份权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 14.8 本协议任何条款赋予各方的任何权利、权力和补救并不能排除该方依据法律规定及本协议项下其它条款所享有的其它任何权利、权力或补救，且一方对其权利、权力和补救的行使并不排除该方对其享有的其它权利、权力和补救的行使。
- 14.9 一方不行使或延迟行使其根据本协议或法律享有的任何权利、权力和补救(以下称“该方权利”)将不会导致对该方权利的放弃，并且，任何单个或部分该方权利的放弃亦不排除该方对该方权利以其他方式的行使以及其他该方权利的行使。
- 14.10 本协议各条的标题仅为索引而设，在任何情况下，该等标题不得用于或影响对本协议条文的解释。
- 14.11 本协议的每一条款均可分割且独立于其他每一条款，如果在任何时候本协议的任何一条或多条条款成为无效、不合法或不能执行，本协议其他条款的有效性、合法性和可执行性并不因此而受到影响。
- 14.12 本协议的任何修改、补充必须以书面形式进行，除质权人根据第 14.1 条的规定转让其在本协议项下的权利外，本协议的修改、补充须由本协议各方签署后方能生效。
- 14.13 本协议对出质人及/或目标公司的任何继承人（或权利义务继受者）具有约束力，出质人及/或目标公司的任何继承人（或权利义务继受者）均应承担其于本协议中的全部权利及义务。如果出质人及/或目标公司的任何继承人（或权利义务继受者）违反本协议约定，质权人可针对该继承人（或权利义务继受者）行使其于本协议项下的权利。

14.14 出质人及目标公司同意质权人或其母公司可因为其上市申请或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构。

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股份质押协议

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质权人：人人爱健康信息技术（深圳）有限公司（公章）



法定代表人：_____（签字）



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执行事务合伙人或授权代表:

哲傅
宽

(签字)

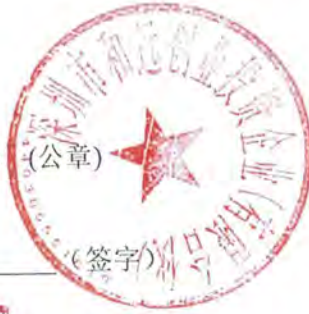


股份质押协议

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深圳市和远创业投资企业（有限合伙）（公章）



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深圳市维康远聚创业投资企业（有限合伙）（公章）

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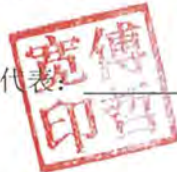
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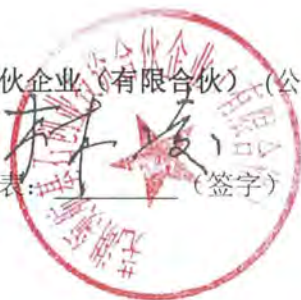
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深圳市分享以道私募创业投资基金合伙企业(有限合伙) (公章)

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黄反之

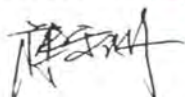
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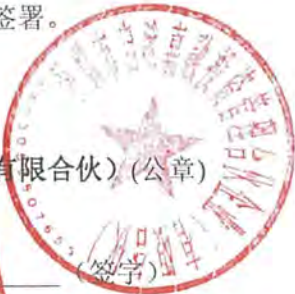
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中山市赋盈投资合伙企业(有限合伙) (公章)

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重庆南部私募股权投资基金合伙企业(有限合伙) (公章)

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江苏走泉临港产业发展并购投资基金(有限合伙)(公章)

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湖州亚商投资合伙企业(有限合伙) (公章)

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青岛立檀海鹏股权投资合伙企业(有限合伙)



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执行事务合伙人或授权代表:



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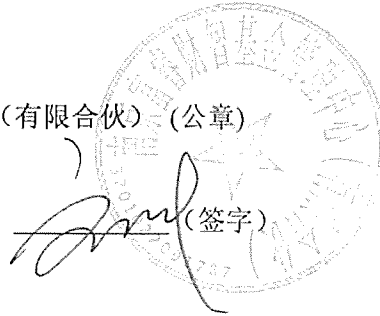
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南京富睿财智基金管理中心(有限合伙)(公章)

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珠海旭华企业管理合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表:  (签字)

股份质押协议

（本页无正文，为《股份质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

湖南长沙天心区玖玥创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：



（签字）



股份质押协议

(本页无正文, 为《股份质押协议》的签署页)

本协议由以下各方于文首之日及地点签署。

深圳市远致创业投资有限公司(公章)

执行事务合伙人或授权代表: 梁彬彬 (签字)



（本页无正文，为《股份质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

深圳市盈信国富实业有限公司（公章）

执行事务合伙人或授权代表：



（签字）



股份质押协议

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本协议由以下各方于文首之日及地点签署。

杭州清科嘉启创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：倪正东（签字）



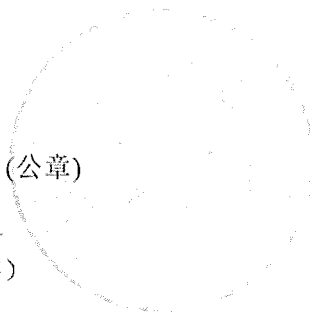
股份质押协议

（本页无正文，为《股份质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

杭州清科易聚投资管理合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



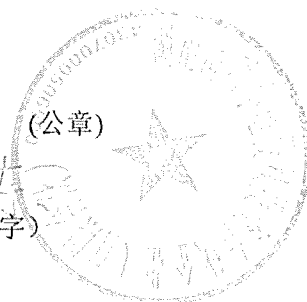
股份质押协议

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本协议由以下各方于文首之日及地点签署。

湖南清科小池股权投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：倪正坤（签字）



股份质押协议

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本协议由以下各方于文首之日及地点签署。

珠海横琴珥尊投资企业(有限合伙)(公章)

执行事务合伙人或授权代表: (签字)




股份质押协议

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本协议由以下各方于文首之日及地点签署。

乐致（厦门）投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：（签字）



(本页无正文，为《股份质押协议》的签署页)

本协议由以下各方于文首之日及地点签署。



青岛城裕联合投资咨询有限公司(公章)

法定代表人：



(签字)

股份质押协议

(本页无正文，为《股份质押协议》的签署页)

本协议由以下各方于文首之日及地点签署。

浙江中晖实业投资有限公司(公章)


法定代表人：_____ (签字)



股份质押协议

(本页无正文，为《股份质押协议》的签署页)

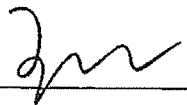
本协议由以下各方于文首之日及地点签署。

罗宁政  (签字)

股份质押协议

（本页无正文，为《股份质押协议》的签署页）

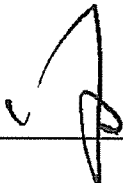
本协议由以下各方于文首之日及地点签署。

王 明  （签字）

股份质押协议

本协议由宇迦科技及宇迦科技股东与人人贷公司签署
(本页无正文, 为《股份质押协议》的签署页)

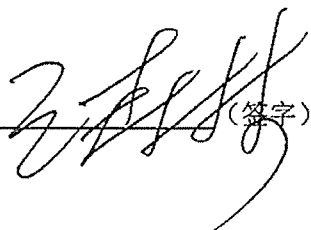
本协议由以下各方于文首之日及地点签署。

周文  (签字)

股份质押协议

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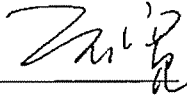
本协议由以下各方于文首之日及地点签署。

王森林  (签字)

股份质押协议

(本页无正文，为《股份质押协议》的签署页)

本协议由以下各方于文首之日及地点签署。

傅哲宽 |  (签字)

股份质押协议

（本页无正文，为《股份质押协议》的签署页）

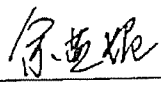
本协议由以下各方于文首之日及地点签署。

王玲 王玲 （签字）

股份质押协议

(本页无正文，为《股份质押协议》的签署页)


本协议由以下各方于文首之日及地点签署。

余燕妮  (签字)

股份质押协议

（本页无正文，为《股份质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

黄锡银  （签字）

股份质押协议

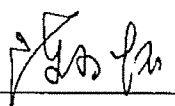
（本页无正文，为《股份质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

张如协 张如协（签字）

(本页无正文，为《股份质押协议》的签署页)

本协议由以下各方于文首之日及地点签署。

陈少怀  (签字)

股份质押协议

(本页无正文，为《股份质押协议》的签署页)

本协议由以下各方于文首之日签署：

目标公司：深圳市宁远科技股份有限公司（公章）



法定代表人：_____（签字）



股东表决权委托协议

宁远科技机构股东

宁远科技自然人股东

深圳市宁远科技股份有限公司

和

人人爱健康信息技术（深圳）有限公司

之

股东表决权委托协议

日期：2023 年 10 月 20 日

股东表决权委托协议

本股东表决权委托协议(以下称“本协议”)于2023年10月20日由以下各方于中国深圳市签订:

- (1) 三亚市启赋创业投资基金合伙企业(有限合伙), 一家在中国三亚市依法成立并合法存续的合伙企业, 住所为海南省三亚市天涯区三亚中央商务区凤凰岛1号楼A座550号;
- (2) 深圳市和远创业投资企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12楼;
- (3) 深圳市维康远聚创业投资企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12层;
- (4) 三亚市采希壹号私募基金合伙企业(有限合伙), 一家在中国三亚市依法成立并合法存续的合伙企业, 住所为海南省三亚市吉阳区迎宾路荣耀世纪大厦七楼704;
- (5) 深圳市启赋众盛创业投资合伙企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 住所为深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司);
- (6) 芜湖领航基石创业投资合伙企业(有限合伙), 一家在中国芜湖市依法成立并合法存续的合伙企业, 住所为安徽省芜湖市江北产业集中区管委会D楼106室;
- (7) 深圳市维康凯瑞创业投资企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 住所为深圳市南山区南山街道登良社区东滨路与南光路交汇处永新时代广场2号楼12层;
- (8) 广州领康投资合伙企业(有限合伙), 一家在中国广州市依法成立并合法存续的合伙企业, 住所为广州市萝岗区(中新知识城)凤凰三路17号自编五栋369房(仅限办公用途);
- (9) 深圳市分享择善精准医疗创业投资合伙企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 住所为深圳市南山区粤海街道海天一路软件产业基地4栋A座701室;
- (10) 深圳市分享以道私募创业投资基金合伙企业(有限合伙), 一家在中国深圳市依法成立并合法存续的合伙企业, 住所为深圳市南山区粤海街道滨海社区海天一路19、17、18号软件产业基地4栋A7层;

- (11) 深圳市投控东海中小微企业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市前海深港合作区前湾一路1号A栋201室(入驻深圳市前海商务秘书有限公司)；
- (12) 深圳市启赋嘉融投资管理合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，住所为深圳市南山区南头街道中心路(深圳湾段)3333号中铁南方总部大厦1002号；
- (13) 中山市赋盈投资合伙企业（有限合伙），一家在中国中山市依法成立并合法存续的合伙企业，住所为中山市火炬开发区科技东路39号之二323E卡（住所申报）；
- (14) 重庆南部私募股权投资基金合伙企业（有限合伙），一家在中国重庆市依法成立并合法存续的合伙企业，住所为重庆市巴南区麻柳大道300号2-1；
- (15) 江苏楚泉临港产业发展并购投资基金（有限合伙），一家在中国江阴市依法成立并合法存续的合伙企业，住所为江阴市滨江西路2号12号楼320-01室；
- (16) 湖州亚商投资合伙企业（有限合伙），一家在中国湖州市依法成立并合法存续的合伙企业，住所为湖州市东吴国际广场龙鼎大厦2527室；
- (17) 青岛立檀海鹏股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，住所为山东省青岛市莱西市姜山镇阳青路32号9-110；
- (18) 青岛立檀股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，住所为山东省青岛市莱西市姜山镇阳青路32号5-310；
- (19) 南京富睿财智基金管理中心（有限合伙），一家在中国南京市依法成立并合法存续的合伙企业，住所为南京市玄武区同仁西街7号南楼一层108房间；
- (20) 珠海旭华企业管理合伙企业(有限合伙)，一家在中国珠海市依法成立并合法存续的合伙企业，住所为珠海市万山镇东澳文化中心大楼A座105之三十三室；
- (21) 湖南长沙天心区玖玥创业投资合伙企业（有限合伙），一家在中国长沙市依法成立并合法存续的合伙企业，住所为湖南省长沙市天心区暮云工业园长沙市亘晟门窗有限公司综合楼201-05房；
- (22) 深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，住所为深圳市福田区福田街道福安社区深南大道4009号投资大厦14C1；
- (23) 深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，住所为深圳市福田区福田街道福南社区深南中路3039号国际文化大厦2208B-2；

- (24) 杭州清科嘉启创业投资合伙企业(有限合伙), 一家在中国杭州市依法成立并合法存续的合伙企业, 住所为上城区安家塘 25 号 107 室;
 - (25) 杭州清科易聚投资管理合伙企业(有限合伙), 一家在中国杭州市依法成立并合法存续的合伙企业, 住所为浙江省杭州市上城区安家塘 25 号 103 室;
 - (26) 湖南清科小池股权投资合伙企业(有限合伙), 一家在中国常德市依法成立并合法存续的合伙企业, 住所为常德柳叶湖旅游度假区七里桥街道戴家岗社区柳叶湖清科基金小镇 I 型号 C 栋 0602 号;
 - (27) 珠海横琴牙尊投资企业(有限合伙), 一家在中国珠海市依法成立并合法存续的合伙企业, 住所为珠海市横琴新区富国道 69 号 1220 房;
 - (28) 乐致(厦门)投资合伙企业(有限合伙), 一家在中国厦门市依法成立并合法存续的合伙企业, 住所为厦门市思明区海岸街 59 号 661 单元;
 - (29) 青岛城裕联合投资咨询有限公司, 一家在中国青岛市依法成立并合法存续的有限责任公司, 住所为山东省青岛市市南区宁夏路 288 号 3 号楼 106 室 0255 (集中办公区);
 - (30) 浙江中晖实业投资有限公司, 一家在中国杭州市依法成立并合法存续的有限责任公司, 住所为杭州市白石巷 258 号 10 楼 1005 室;
- (上述机构股东以下统称为“宁远科技机构股东”)
- (31) 罗宁政, 中国公民, 身份证号码为 430104197303264613, 地址为广东省深圳市南山区棉山路 11 号香格名苑 D 栋 16B;
 - (32) 王明, 中国公民, 身份证号码为 430382198211120019, 地址为广东省深圳市宝安区前进二路桃源居 1 区 11 栋 2 单元;
 - (33) 周文, 中国公民, 身份证号码为 43010319690609101X, 地址为长沙市雨花区南大路 28 号福安公寓 704 房;
 - (34) 王森林, 中国公民, 身份证号码为 11010819740826547X, 地址为北京市昌平区回龙观镇龙禧苑小区二区 8 号楼 4 单元 101 号;
 - (35) 傅哲宽, 中国公民, 身份证号码为 430103196912052711, 地址为广东省深圳市南山区中山园路中山颐景景园 A 栋 701;
 - (36) 王玲, 中国公民, 身份证号码为 430102197402250521, 地址为深圳市福田区擎天华庭擎天阁 17E;
 - (37) 余燕妮, 中国公民, 身份证号码为 420502197907311326, 地址为广东省深圳市福田区福荣路蓝湾半岛 G 栋 2201;

- (38) 黄锡银，中国公民，身份证号码为 440301196008070911，地址为深圳市罗湖区东门北路翠竹苑翠柏楼 5D；
- (39) 张如协，中国公民，身份证号码为 370202296811171810，地址为广州市海珠区滨江东路 37 号 2408 房；
- (40) 黄反之，中国公民，身份证号码为 321102196706220437，地址为广东省深圳市南山区松坪村 6 栋 602 房；
- (41) 陈少怀，中国公民，身份证号码为 440301196111194111，地址为深圳市福田区福源大厦 2-24C；
- (以上自然人股东以下统称为“宁远科技自然人股东”，宁远科技机构股东、宁远科技自然人股东以下分别及共同被称为“各股东”)
- (42) 人人爱健康信息技术（深圳）有限公司(以下称“人人爱健康”)，一家在中国深圳市依法成立并合法存续的外商投资有限公司，住所为深圳市前海深港合作区南山街道梦海大道 5033 号前海卓越金融中心（一期）8 号楼 408-6；
- (43) 深圳市宁远科技股份有限公司(以下称“宁远科技”)，一家在中华人民共和国深圳市依法成立并合法存续的股份有限公司，住所为深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼。

(在本协议中，以上各方分别称为“一方”，合称为“各方”)

鉴于：

- (1) 各股东是宁远科技现时的股东，截至本协议签署之日，三亚市启赋创业投资基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，其持有宁远科技 6.0231%的股份；深圳市和远创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 5.6636%的股份；深圳市维康远聚创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 4.5239%的股份；三亚市采希壹号私募基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，其持有宁远科技 4.5272%的股份；深圳市启赋众盛创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 4.5272%的股份；芜湖领航基石创业投资合伙企业（有限合伙），一家在中国芜湖市依法成立并合法存续的合伙企业，其持有宁远科技 4.3910%的股份；深圳市维康凯瑞创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 3.2192%的股份；广州领康投资合伙企业（有限合伙），一家在中国广州市依法成立并合法存续的合伙企业，其持有宁远科技 2.2252%的

股份；深圳市分享择善精准医疗创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市分享以道私募创业投资基金合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市投控东海中小微创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.9325%的股份；深圳市启赋嘉融投资管理合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.3891%的股份；中山市赋盈投资合伙企业（有限合伙），一家在中国中山市依法成立并合法存续的合伙企业，其持有宁远科技 1.2884%的股份；重庆南部私募股权投资基金合伙企业（有限合伙），其持有宁远科技 1.2755%的股份；江苏楚泉临港产业发展并购投资基金（有限合伙），一家在中国江阴市依法成立并合法存续的合伙企业，其持有宁远科技 1.2460%的股份；湖州亚商投资合伙企业（有限合伙），一家在中国湖州市依法成立并合法存续的合伙企业，其持有宁远科技 1.1576%的股份；青岛立檀海鹏股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 1.1463%的股份；青岛立檀股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 0.9968%的股份；南京富睿财智基金管理中心（有限合伙），一家在中国南京市依法成立并合法存续的合伙企业，其持有宁远科技 0.9345%的股份；珠海旭华企业管理合伙企业(有限合伙)，一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.8971%的股份；湖南长沙天心区玖玥创业投资合伙企业（有限合伙），一家在中国长沙市依法成立并合法存续的合伙企业，其持有宁远科技 0.8589%的股份；深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.6945%的股份；深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.5788%的股份；杭州清科嘉启创业投资合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；杭州清科易聚投资管理合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；湖南清科小池股权投资合伙企业（有限合伙），一家在中国常德市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；珠海横琴珏尊投资企业（有限合伙），一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；乐致（厦门）投资合伙企业（有限合伙），一家在中国厦门市依法成立并合法存续的合伙企业，其持有宁远科技 0.3436%的股份；青岛城裕联合投资咨询有限公司，一家在中国青岛市依法成立并合法存续的有限责任公司，其持有宁远科技 1.7483%的股份；浙江中晖实业投资有限公司，一家在中国杭州市依法成立并合法存续的有限责任公司，其持有宁远科技 0.3497%的股份；罗宁政，中国公民，其持有宁远科技 29.1974%的股份；王明，中国公民，其持有宁远科技 3.9494%的股份；周文，中国公民，其持有宁远科技 2.1133%的股份；王森林，中国公民，其持有宁远科技 1.7209%的股份；傅哲宽，中国公民，

其持有宁远科技 0.9784%的股份；王玲，中国公民，其持有宁远科技 0.9560%的股份；余燕妮，中国公民，其持有宁远科技 0.4295%的股份；黄锡银，中国公民，其持有宁远科技 0.1683%的股份；张如协，中国公民，其持有宁远科技 0.1288%的股份；黄反之，中国公民，其持有宁远科技 0.0859%的股份；陈少怀，中国公民，其持有宁远科技 0.0421%的股份；宁远科技系一家在中国深圳市注册成立的股份有限公司；

- (2) 人人爱健康是一家在中国深圳市依法成立并合法存续的外商投资有限公司，系拟于香港联合交易所有限公司主板上市的 160 Health International Limited 下称“拟上市公司”) 通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司；
- (3) 各股东有意分别委托人人爱健康指定的个人行使其在宁远科技中享有的委托权利(定义见本协议第 2.1 条)，人人爱健康亦有意指定该等个人接受委托。

因此，经友好协商，各方兹达成协议如下：

1 定义

1.1 除非本协议另有规定或根据上下文应另作理解，本协议中，下列词语具有以下含义：

- “关联公司” 就一方而言，指控制该方、受该方控制或与该方受共同控制的任何其他人士、企业、信托或非公司组织。在本协议中，“控制”指直接或间接拥有超过所涉公司各类具表决权的股权 50%及以上或拥有指引或促成指引该公司管理或决策的权力。
- “中国” 指中华人民共和国，仅为本协议之目的，不涉及香港、澳门特别行政区与台湾地区。
- “中国法律” 指届时有效的中国宪法、法律、行政法规、地方法规、国务院各部委规章、地方政府规章以及具有法律约束力的规范性文件（包括有权解释机关对上述各项所作的解释或说明，如司法解释等）。

2 委托权利

- 2.1 各股东无条件并不可撤销地同意并承诺，其在本协议签订后将分别签署内容和格式如本协议附件一的授权委托书，分别授权人人爱健康届时指定的人士（包括但不限于拟上市公司的董事、继任者及清盘人，但为避免利益冲突不包括宁远科技的各股东）(以下称“受托人”)代表其行使各股东作为宁远科技的股东，依据宁远科技届时

有效的章程和中国法律所分别享有的表决权、监督权、诉讼权及与宁远科技经营管理相关的其他委托、表决权(以下统称“委托权利”),包括但不限于与以下事项相关者:

- (1) 作为各股东的代理人,根据宁远科技的章程提议召开和出席宁远科技的股东大会会议;
- (2) 宁远科技所有或部分股份的转让或以其它方式处置;
- (3) 代表各股东对所有需要股东大会讨论、决议的事项行使表决权,包括但不限于提名、选举、委任或辞退宁远科技的董事、监事或其他高级管理层人员;
- (4) 增加或减少宁远科技注册资本、或批准宁远科技进行并购、重组、解散或清算,修改公司章程;
- (5) 在解散或清算时代表各股东组成清算组并根据适用法律在清算期间行使清算组成员的权力;
- (6) 代表各股东授权或决议出售宁远科技的资产;
- (7) 检查或以其它方式审阅有关宁远科技的所有文件及资料(包括但不限于有关其业务、运营、客户、财务状况或委聘员工)的权利;
- (8) 接收股东大会通知、签署会议记录及决议;
- (9) 代表各股东签署任何要求登记股东签署的文件,并向公司登记管理部门和/或其他相关政府部门提交与宁远科技运营相关的需要报送的文件;及
- (10) 其他宁远科技章程项下或中国法律规定的委托权利(包括在该章程经修改后而规定的任何其他的委托权利)。

受托人可根据自身意志和需要行使委托权利而无需征得各股东认可,受托人行使委托权利,如同各股东亲自行使委托权利一样。委托权利的授权和委托的前提是受托人为中国公民(为免疑义,根据拟上市公司所在地证券监管机构颁布的相关监管或指引规则规定,若受托人拟由拟上市公司的董事担任,则受托人应为非同时为宁远科技自然人股东或宁远科技机构股东之最终控制人的拟上市公司董事,或人人爱健康有权将本合同和附件之授权委托书项下的所有义务和权利委托予拟上市公司。若拟上市公司所在地证券监管机构调整相关监管或指引规则,以届时适用的规则为准),且人人爱健康同意上述授权和委托。当人人爱健康向各股东发出撤换受托人的书面通知时,各股东应立即指定人人爱健康届时指定的其他中国公民行使以上委托权利,并签署内容和格式如本协议附件一的授权委托书,新的授权委托一经做出即取代原授权委托,同时,各股东还应通过向相关人士发出通知或者其他公示形式

宣布或说明原授权委托已经废止；除此之外，各股东不得撤销向受托人做出的委托和授权。

- 2.2 对受托人行使上述委托权利所产生的任何法律后果，各股东均予以确认和认可并承担相应法律责任。
- 2.3 各股东兹确认，受托人在行使上述委托权利时，无需事先征求各股东的意见。但在各决议或召开临时股东大会的提议做出后，受托人应及时告知各股东。

3 知情权

- 3.1 为行使本协议下委托权利之目的，人人爱健康及/或受托人有权了解宁远科技的公司运营、业务、客户、财务、员工等各种相关信息，查阅宁远科技相关资料，宁远科技应对此予以充分配合。

4 委托权利的行使

- 4.1 各股东将就受托人行使委托权利提供充分的协助，包括在必要时(例如为满足政府部门审批、登记、备案所需报送文件之要求或法律法规、规范性文件、公司章程或其他政府部门的指令或者命令的要求)及时签署相关的法律文件，包括但不限于受托人已作出的股东大会决议、或明确具体授权范围的授权委托书（如果相关法律法规或章程或其他规范性文件要求）。
- 4.2 各股东不可撤销地同意，在人人爱健康提出与行使委托权利有关的书面要求时，各股东应当在人人爱健康发出该书面要求后的三（3）日内按照书面要求的规定采取行动，满足人人爱健康关于行使委托权利的要求。
- 4.3 如果在本协议期限内的任何时候，本协议项下委托权利的授予或行使因任何原因(各股东或宁远科技违约除外)无法实现，各方应立即寻求与无法实现的规定最相近的替代方案，并在必要时签署补充协议修改或调整本协议条款，以确保可继续实现本协议之目的。

5 免责与补偿

- 5.1 各方确认，在任何情况下，人人爱健康不应就其指定的受托人行使本协议项下委托权利而被要求对其他方或任何第三方承担任何责任或做出任何经济上的或其他方面的补偿。

- 5.2 各股东及宁远科技同意补偿人人爱健康因指定受托人行使委托权利而蒙受或可能蒙受的一切损失并使其不受损害，包括但不限于因任何第三方向其提出诉讼、追讨、仲裁、索赔或政府机关的行政调查、处罚而引起的任何损失。但如系由于受托人故意或严重过失而引起的损失，则该等损失不在补偿之列。

6 声明与保证

6.1 各股东兹分别地及共同地声明与保证如下：

- 6.1.1 宁远科技机构股东是根据其注册地法律适当注册并合法存续的有限责任公司及/或有限合伙企业，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。宁远科技自然人股东是具有完全民事行为能力自然人，具有独立的法律地位进行民事活动，具有签署、交付并履行本协议的行为能力，且可以独立地作为一方诉讼主体。
- 6.1.2 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。本协议由其合法、适当地签署并交付。本协议构成对其合法的、具有约束力的义务，并可根据本协议条款对其强制执行。
- 6.1.3 其在本协议生效时是经工商登记并记载于股东名册的宁远科技合法股东，除本协议及各股东、宁远科技与人人爱健康于 2023 年 月 日签订的《股份质押协议》及《股东表决权委托协议》所设定的权利外，委托权利上不存在任何第三方权利。根据本协议，受托人可以根据宁远科技届时有效的章程完全、充分地行使委托权利。
- 6.1.4 其签订、交付和履行本协议并完成本协议项下的交易，不违反中国法律的规定，且不违反其与任何第三方达成的并对其具有约束力的任何协议、合同或其他安排。

6.2 人人爱健康及宁远科技兹分别声明与保证如下：

- 6.2.1 其是根据其注册地法律适当注册并合法存续的有限责任公司或股份有限公司，具有完全、独立的法律地位和法律能力，并已获得适当的授权签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 6.2.2 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。

6.3 宁远科技进一步声明与保证如下：

- 6.3.1 各股东在本协议生效时是经工商登记并记载于股东名册的宁远科技合法股东。除本协议及各股东、宁远科技与人人爱健康于 2023 年 月 日签订的《股份质押协议》及《独家股份购买协议》所设定的权利外，委托权利上不存在任何第三方权利。根据本协议，受托人可以根据宁远科技届时有效的章程完全、充分地行使委托权利。
- 6.3.2 其签订、交付和履行本协议并完成本协议项下的交易，不违反中国法律的规定，或任何该方的章程、规章制度或其他组织性文件，且不违反其与任何第三方达成的并对其具有约束力的任何协议、合同或其他安排。

7 协议期限

- 7.1 受限于本协议第 7.2 条及第 7.3 条的规定，本协议自各方正式签署之日起生效，并于宁远科技及/或其子公司的经营期限内长期有效。即使各股东持有的宁远科技的股份比例后续发生变动，本协议继续有效。本协议有效期内，除以下情形外，宁远科技及宁远科技各股东不得以任何理由终止本协议：（1）人人爱健康通过提前三十（30）日向宁远科技发出书面通知的方式单方面提前终止本协议；或（2）宁远科技各股东（包括其继承人或权利义务继受者）持有的全部股份或宁远科技的所有资产已根据《独家股份购买协议》转让予人人爱健康或其委任代表而导致本协议终止；或（3）根据本协议第 10.1 条的规定人人爱健康提前终止本协议；或（4）根据中国法律的要求终止本协议。
- 7.2 如各股东经人人爱健康的事先同意转让了其持有的全部宁远科技的股份，则各股东将不再作为本协议一方，但各股东所持有股份的受让方须与本协议的其他方再行签署本协议或者承担各股东在本协议项下的所有权利与义务，否则各股东不得将该等股份转让给任何第三方并且本协议仍然对各股东有效。
- 7.3 由于人人爱健康受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》（下称“上市规则”）的规定，本协议项下的交易将构成上市规则内所定义的持续关连交易，而人人爱健康可能需要就有关的关连交易取得独立股东的批准（除非取得香港联合交易所有限公司所给予的有关豁免），而届时如有关的关连交易未能符合上市规则的有关规定，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。

8 通知

- 8.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面

股东表决权委托协议

形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致人人爱健康信息技术(深圳)有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致三亚市启赋创业投资基金合伙企业（有限合伙）：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致深圳市和远创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致深圳市维康远聚创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致三亚市采希壹号私募基金合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

股东表决权委托协议

致深圳市启赋众盛创业投资合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致芜湖领航基石创业投资合伙企业（有限合伙）

住所：深圳市福田区福中三路诺德中心 35F 基石资本

收件人：黄世靖

电话：18824674333

传真：

致深圳市维康凯瑞创业投资企业（有限合伙）

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致广州领康投资合伙企业（有限合伙）

住所：深圳市福田区福中三路诺德中心 35F 基石资本

收件人：黄世靖

电话：18824674333

传真：

致深圳市分享择善精准医疗创业投资合伙企业（有限合伙）

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

传真：

致深圳市分享以道私募创业投资基金合伙企业（有限合伙）

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

传真：

致深圳市投控东海中小微企业创业投资企业（有限合伙）

住所：深圳市南山区高新南九道 1001 号创投大厦 48 楼

收件人：何颖俊

电话：13510474743

传真：

致深圳市启赋嘉融投资管理合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

传真：

致中山市赋盈投资合伙企业（有限合伙）

住所：深圳市南山区中心路 3333 号中铁大厦 1006

收件人：钟丽娟

电话：18691577928

传真：

致重庆南部私募股权投资基金合伙企业（有限合伙）

住所：深圳市南山区高新南九道 1001 号创投大厦 48 楼

收件人：何颖俊

电话：13510474743

传真：

致江苏毫泉临港产业发展并购投资基金（有限合伙）

住所：江苏省南京市浦口区滨江大道 396 号扬子江金融示范区 10 号楼 4 楼

收件人：刘书成

电话：18013308810

传真：

致湖州亚商投资合伙企业（有限合伙）

住所：上海市长宁区延安西路 2558 号 1 号别墅楼

收件人：奚代华

电话：13816357749

传真：

致青岛立檀海鹏股权投资合伙企业（有限合伙）

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

传真：

致青岛立檀股权投资合伙企业（有限合伙）

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

传真：

致南京富睿财智基金管理中心（有限合伙）

住所：江苏省南京市浦口区滨江大道 396 号扬子江金融示范区 10 号楼 4 楼

收件人：刘书成

电话：18013308810

传真：

致珠海旭华企业管理合伙企业(有限合伙)

住所：浙江省台州市仙居县南峰街道世纪华都 12 楼财务室

收件人：朱娅萍

电话：136 6685 4479

传真：

致湖南长沙天心区玖玥创业投资合伙企业（有限合伙）

住所：湖南省长沙市岳麓区观沙岭街道滨江路 53 号楷林国际大厦 A 栋 1801

收件人：彭立中

电话：13973186433

传真：

致深圳市远致创业投资有限公司

住所：深圳市福田区福华一路 6 号免税商务大厦 33 层

收件人：朱彬彬

电话：18566689860

传真：

致深圳市盈信国富实业有限公司

住所：深圳市罗湖区清水河街道金湖一街 47 号中国徽酒文化艺术馆（百岁酱香
牌上楼梯）

收件人：詹美瑜

电话：13138169144

致杭州清科嘉启创业投资合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

股东表决权委托协议

致杭州清科易聚投资管理合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致湖南清科小池股权投资合伙企业（有限合伙）

住所：北京市朝阳区东方东路 19 号亮马桥外交办公大楼 D1 座 18 层

收件人：赵志鹏

电话：18800187800

传真：

致珠海横琴玗尊投资企业（有限合伙）

住所：珠海市香洲区仁恒星园 19 栋一单元 2701 室

收件人：方海林

电话：13232282888

传真：

致乐致（厦门）投资合伙企业（有限合伙）

住所：厦门同安工业集中区草塘路 698 号

收件人：彭军民

电话：18030052188

传真：

致青岛城裕联合投资咨询有限公司

住所：山东省青岛市市南区宁夏路 288 号 3 号楼 106 室 0255（集中办公区）

收件人：李书林

电话：18354264027

传真：

股东表决权委托协议

致浙江中晖实业投资有限公司

住所： 杭州市拱墅区白石路 258 号浙江经协发展大厦

收件人：黄陈芳

电话：139 5807 1079

传真：

致罗宁政：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致王明：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致周文：

地址：湖南省长沙市天心区湘府中路 198 号新南城商务中心 A 栋 1324 房

收件人： 曾素芬

电话：13481035467

致王森林：

地址：北京市海淀区西三旗建材城西路上奥世纪中心 A 座 2002 室

收件人：王冲

电话：18518610059

致傅哲宽：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

致王玲：

住所：深圳市南山区高新中二道 10 号总裁俱乐部三楼 302

收件人：蔡莹颖

电话：18566222540

致余燕妮：

住所：湖北省宜昌市伍家岗区沿江大道 169 号廊桥水岸 5-014 号

收件人：余燕妮

电话：13085155133

致黄锡银：

住所：深圳市罗湖区文锦中路 2019 号名都大厦 B 座二楼

收件人：黄锡银

电话：13923730429

致张如协：

住所：深圳市南山区中心路 3333 号中铁大厦

收件人：肖焕成

电话：13622341502

致黄反之：

住所：深圳市南山区海天一路软件产业基地 4A 栋 701 室

收件人：谢开

电话：18200985124

致陈少怀：

住所：深圳市南山区蓝天路 8 号后海公馆 2 栋 1705 室

收件人：陈少怀

电话：13502815160

致宁远科技：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

- 8.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

9 保密义务

- 9.1 无论本协议是否终止，各方应对在本协议订立和履行过程中通过口头或者书面形式所获悉的有关其他方的商业秘密、专有信息、客户信息及其他所有信息(以下统称为“保密信息”)进行严格保密。除经保密信息披露方的事先书面同意或根据有关法律、法规的规定或一方关联公司上市地的要求或法院、仲裁庭的判决、裁决、裁定或政府机构的指令或命令必须向第三方披露或因应拟上市公司为上市申请的需要或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构外，接收保密信息的一方不得向其他任何第三方披露任何保密信息；除为本协议履行之目的外，接收保密信息一方不得使用或间接使用任何保密信息。

- 9.2 以下信息不属于保密信息：

- (a) 有书面证据表明接收信息一方先前已通过合法方式知悉的任何信息；
- (b) 非因接收信息一方的过错而进入公共领域或因其他原因为公众所知晓的信息；
或
- (c) 接收信息一方于接收信息后从其他途径合法获得的信息。

- 9.3 接收信息一方可将保密信息透露给其关联公司、其及关联公司相关的雇员、代理人或其所聘请的专业人士，但该等透露应仅限于为履行本协议所必要的程度内，并且接收信息一方应确保上述人员遵循本协议的相关条款与条件，并仅为本协议的目的使用该等保密信息，并且接受信息一方应承担因上述人员违反本协议的相关条款与条件而产生的任何责任。

- 9.4 尽管有本协议其他规定，本条规定的效力不受本协议终止的影响。

10 违约责任

10.1 各方同意并确认，如任一方(下称“**违约方**”)违反本协议项下所作的任何一项约定，或未履行或迟延履行本协议项下的任何一项义务，即构成本协议项下的违约(下称“**违约**”)，其他未违约方(下称“**守约方**”)的任一方有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在另一方书面通知违约方并提出补正要求后十(10)日内仍未补正或采取补救措施的，则

10.1.1 若任一各股东或宁远科技为违约方，人人爱健康有权立即终止本协议并要求违约方给予损害赔偿；

10.1.2 若人人爱健康为违约方，守约方应豁免人人爱健康的损害赔偿义务，且除非中国法律另有强制性规定，其在任何情况均无任何权利终止或解除本协议。

10.2 尽管有本协议其它规定，本条规定的效力不受本协议中止或终止的影响。

11 管辖法律及争议解决

11.1 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。

11.2 本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十(30)日内各方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会(深圳国际仲裁院)(下称“**仲裁机构**”)，依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成(双方各指定一名仲裁员，第三名仲裁员(即首席仲裁员)由深圳国际仲裁院院长指定)。仲裁机构仲裁的结果是终局性的，对各方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济(例如，就商业行为的禁令救济，或强制转让资产的禁令救济)、合同义务的实际履行、针对宁远科技的股份或资产(包括但不限于物业权益)裁定赔偿或抵偿人人爱健康因本协议其他方当事人的违约行为而对人人爱健康造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对宁远科技及各股东的清算令。

11.3 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或宁远科技住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的

裁决并对于宁远科技、各股东之股份权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。

11.4 除有争议的条款外，在争议的解决期间，本协议其它条款应继续履行。

11.5 除各方发生争议的事项外，各方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

12 其他事项

12.1 本协议用中文书写，正本一式【四十三（43）】份，本协议之各方当事人各执一（1）份，每份具有同等法律效力。

12.2 各方在此确认本协议为各方在平等互利的基础之上达成的公平合理的约定。如果本协议的任何条款和规定因中国法律而被视为非法或不能执行，那么该条款应被视为已从本协议中删除并且失效，并且应被视为从一开始就没有包含该条款。各方应相互协商，以各方都能接受的、合法和有效的条款来取代已删除的条款。

12.3 本协议任何条款赋予各方的任何权利、权力和补救并不能排除该方依据中国法律规定及本协议项下其它条款所享有的其它任何权利、权力或补救，且一方对其权利、权力和补救的行使并不排除该方对其享有的其它权利、权力和补救的行使。

12.4 任一方未能行使本协议项下的任何权利、权力或特权，不得作为其弃权处理。对任何权利、权力或特权的单项行使或部分行使也不得排除对任何其他权利、权力或特权的行使。

12.5 本协议各条的标题仅为索引而设，在任何情况下，该等标题不得用于或影响对本协议条文的解释。

12.6 本协议的每一条款均可分割且独立于其他每一条款，如果在任何时候本协议的任何一条或多条条款成为无效、不合法或不能执行，本协议其他条款的有效性、合法性和可执行性并不因此而受到影响。

12.7 本协议的任何修改、补充必须以书面形式进行，并由本协议各方适当签署后方能生效。

12.8 未经人人爱健康的事先书面同意，各股东或宁远科技均不得向任何第三方转让其在本协议下的任何权利及/或义务；各股东、宁远科技在此同意，人人爱健康有权在书面通知各股东及宁远科技后，将其在本协议下的任何权利及/或义务转让给任何第三方。

12.9 本协议对各股东及/或宁远科技的任何继承人（或权利义务继受者）具有约束力，各股东及/或宁远科技的任何继承人（或权利义务继受者）均应承担其于本协议中的全部权利及义务。如果各股东及/或宁远科技的任何继承人（或权利义务继受者）违反本协议约定，人人爱健康可针对该继承人（或权利义务继受者）行使其于本协议项下的权利。

（本页以下无正文）

股东表决权委托协议

(本页无正文, 为《股东表决权委托协议》的签署页)

本协议由以下各方于文首之日及地点签署。

三亚市启赋创业投资基金合伙企业(有限合伙)(公章)



执行事务合伙人或授权代表: 哲傅 (签字)



股东表决权委托协议

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深圳市和远创业投资企业(有限合伙) (公章)

执行事务合伙人或授权代表: _____ (签字)



股东表决权委托协议

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深圳市维康远聚创业投资企业(有限合伙)(公章)

执行事务合伙人或授权代表：_____ (签字)



股东表决权委托协议

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三亚市采希壹号私募基金合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：



（签字）



股东表决权委托协议

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深圳市启赋众盛创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



股东表决权委托协议

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芜湖领航基石创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表（签字）



股东表决权委托协议

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深圳市维康凯瑞创业投资企业(有限合伙)(公章)

执行事务合伙人或授权代表：_____ (签字)




股东表决权委托协议

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广州领康投资合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表:  (签字)



股东表决权委托协议

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深圳市分享择善精准医疗创业投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: _____ (签字)



深圳市分享以道私募创业投资基金合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: _____ (签字)



黄反之 _____ (签字)

黄反之

授权委托书

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深圳市投控东海中小微企业投资企业(有限合伙)(公章)

执行事务合伙人或授权代表: 傅子明 (签字)



股东表决权委托协议

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深圳市启赋嘉融投资管理合伙企业（有限合伙）（公章）



执行事务合伙人或授权代表：_____（签字）



股东表决权委托协议

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中山市赋盈投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表: (签字)



Handwritten signature of the authorized representative.

授权委托书

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重庆南部私募股权投资基金合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



股东表决权委托协议

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江苏沓泉临港产业发展并购投资基金(有限合伙)(公章)

执行事务合伙人或授权代表：



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湖州亚商投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



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青岛立檀海鹏股权投资合伙企业(有限合伙)



(公章)

执行事务合伙人或授权代表:



(签字)

股东表决权委托协议

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青岛立檀股权投资合伙企业(有限合伙) (公章)

执行事务合伙人或授权代表:



(签字)




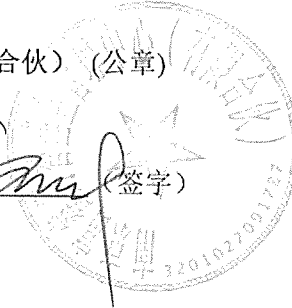
股东表决权委托协议

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南京富睿财智基金管理中心（有限合伙）（公章）

执行事务合伙人或授权代表： （签字）



股东表决权委托协议

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珠海旭华企业管理合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表: 陈永清 (签字)

股东表决权委托协议

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湖南长沙天心区玖玥创业投资合伙企业（有限合伙）（公章）



执行事务合伙人或授权代表：_____（签字）



股东表决权委托协议

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深圳市远致创业投资有限公司(公章)



执行事务合伙人或授权代表: 宋彬彬 (签字)

股东表决权委托协议

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深圳市盈信国富实业有限公司 (公章)

执行事务合伙人或授权代表:

(签字)



股东表决权委托协议

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杭州清科嘉启创业投资合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：

倪正东

（签字）



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杭州清科易聚投资管理合伙企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）

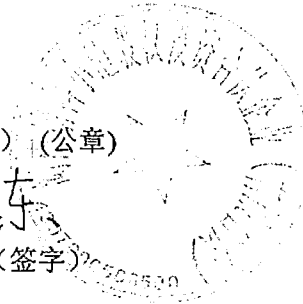
股东表决权委托协议

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湖南清科小池股权投资合伙企业(有限合伙)(公章)

执行事务合伙人或授权代表: 倪正东 (签字)



股东表决权委托协议

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珠海横琴珥尊投资企业（有限合伙）（公章）

执行事务合伙人或授权代表：_____（签字）



股东表决权委托协议

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乐致（厦门）投资合伙企业（有限合伙）（公章）



执行事务合伙人或授权代表：林强（签字）

股东表决权委托协议

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青岛城裕联合投资咨询有限公司(公章)

法定代表人: _____ (签字)



股东表决权委托协议

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浙江中晖实业投资有限公司(公章)



法定代表人:

(签字)



股东表决权委托协议

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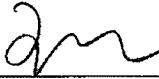
本协议由以下各方于文首之日及地点签署。

罗宁政 12 （签字）

股东表决权委托协议

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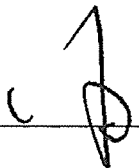
本协议由以下各方于文首之日及地点签署。

王 明  (签字)

股东表决权委托协议

本协议由宇通科技及宇通科技股东与人人爱公司签署
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本协议由以下各方于文首之日及地点签署。

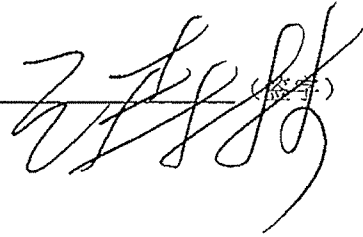
周文  (签字)

股东表决权委托协议

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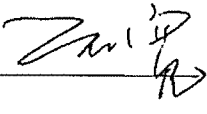
王森林

 (签字)

股东表决权委托协议

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傅哲宽 |  (签字)

股东表决权委托协议

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王玲 王玲（签字）

股东表决权委托协议

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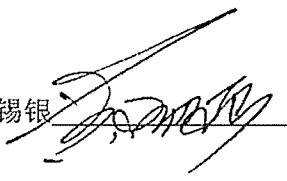
本协议由以下各方于文首之日及地点签署。

余燕妮 余燕妮 (签字)

股东表决权委托协议

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黄锡银  （签字）

股东表决权委托协议

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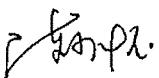
本协议由以下各方于文首之日及地点签署。

张如协 张如协（签字）

股东表决权委托协议

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陈少怀  (签字)

股东表决权委托协议

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本协议由以下各方于文首之日签署：

人人爱健康信息技术（深圳）有限公司（公章）



法定代表人：_____ (签字)



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深圳市宁远科技股份有限公司（公章）



法定代表人：_____（签字）



授权委托书

三亚市启赋创业投资基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，其持有宁远科技 6.0231%的股份；深圳市和远创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 5.6636%的股份；深圳市维康远聚创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 4.5239%的股份；三亚市采希壹号私募基金合伙企业（有限合伙），一家在中国三亚市依法成立并合法存续的合伙企业，其持有宁远科技 4.5272%的股份；深圳市启赋众盛创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 4.5272%的股份；芜湖领航基石创业投资合伙企业（有限合伙），一家在中国芜湖市依法成立并合法存续的合伙企业，其持有宁远科技 4.3910%的股份；深圳市维康凯瑞创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 3.2192%的股份；广州领康投资合伙企业（有限合伙），一家在中国广州市依法成立并合法存续的合伙企业，其持有宁远科技 2.2252%的股份；深圳市分享择善精准医疗创业投资合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市分享以道私募创业投资基金合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 2.1473%的股份；深圳市投控东海中小微企业创业投资企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.9325%的股份；深圳市启赋嘉融投资管理合伙企业（有限合伙），一家在中国深圳市依法成立并合法存续的合伙企业，其持有宁远科技 1.3891%的股份；中山市赋盈投资合伙企业（有限合伙），一家在中国中山市依法成立并合法存续的合伙企业，其持有宁远科技 1.2884%的股份；重庆南部私募股权投资基金合伙企业（有限合伙），其持有宁远科技 1.2755%的股份；江苏甹泉临港产业发展并购投资基金（有限合伙），一家在中国江阴市依法成立并合法存续的合伙企业，其持有宁远科技 1.2460%的股份；湖州亚商投资合伙企业（有限合伙），一家在中国湖州市依法成立并合法存续的合伙企业，其持有宁远科技 1.1576%的股份；青岛立檀海鹏股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 1.1463%的股份；青岛立檀股权投资合伙企业（有限合伙），一家在中国青岛市依法成立并合法存续的合伙企业，其持有宁远科技 0.9968%的股份；南京富睿财智基金管理中心（有限合伙），一家在中国南京市依法成立并合法存续的合伙企业，其持有宁远科技 0.9345%的股份；珠海旭华企业管理合伙企业(有限合伙)，一家在中国珠海市依法成立并合法存续的合伙企业，其

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持有宁远科技 0.8971%的股份；湖南长沙天心区玖玥创业投资合伙企业（有限合伙），一家在中国长沙市依法成立并合法存续的合伙企业，其持有宁远科技 0.8589%的股份；深圳市远致创业投资有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.6945%的股份；深圳市盈信国富实业有限公司，一家在中国深圳市依法成立并合法存续的有限责任公司，其持有宁远科技 0.5788%的股份；杭州清科嘉启创业投资合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；杭州清科易聚投资管理合伙企业（有限合伙），一家在中国杭州市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；湖南清科小池股权投资合伙企业（有限合伙），一家在中国常德市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；珠海横琴珥尊投资企业（有限合伙），一家在中国珠海市依法成立并合法存续的合伙企业，其持有宁远科技 0.4295%的股份；乐致（厦门）投资合伙企业（有限合伙），一家在中国厦门市依法成立并合法存续的合伙企业，其持有宁远科技 0.3436%的股份；青岛城裕联合投资咨询有限公司，一家在中国青岛市依法成立并合法存续的有限责任公司，其持有宁远科技 1.7483%的股份；浙江中晖实业投资有限公司，一家在中国杭州市依法成立并合法存续的有限责任公司，其持有宁远科技 0.3497%的股份；罗宁政，中国公民，其持有宁远科技 29.1974%的股份；王明，中国公民，其持有宁远科技 3.9494%的股份；周文，中国公民，其持有宁远科技 2.1133%的股份；王森林，中国公民，其持有宁远科技 1.7209%的股份；傅哲宽，中国公民，其持有宁远科技 0.9784%的股份；王玲，中国公民，其持有宁远科技 0.9560%的股份；余燕妮，中国公民，其持有宁远科技 0.4295%的股份；黄锡银，中国公民，其持有宁远科技 0.1683%的股份；张如协，中国公民，其持有宁远科技 0.1288%的股份；黄反之，中国公民，其持有宁远科技 0.0859%的股份；陈少怀，中国公民，其持有宁远科技 0.0421%的股份。各股东在此不可撤销地授权人人爱健康指定的人士（包括但不限于人人爱健康和/或其母公司的董事和他们的继任者，以及任何取代该董事的清盘人）（下称“受托人”）代表其行使包括但不限于以下的股东权利：

- (1) 作为各股东的代理人，根据宁远科技的章程提议召开和出席宁远科技的股东大会会议；
- (2) 宁远科技所有或部分股份的转让或以其它方式处置；
- (3) 代表各股东对所有需要股东大会讨论、决议的事项行使表决权，包括但不限于提名、选举、委任、出任或辞退宁远科技的董事、监事或其他高级管理层人员；
- (4) 增加或减少宁远科技注册资本、或批准宁远科技进行并购、重组、解散或清算，修改公司章程；
- (5) 在解散或清算时代表各股东组成清算组并根据适用法律在清算期间行使清算

组成员的权利；

- (6) 代表各股东授权或决议出售宁远科技的资产；
- (7) 检查或以其它方式审阅有关宁远科技的所有文件及资料（包括但不限于有关其业务、运营、客户、财务状况或委聘员工）的权利；
- (8) 接收股东大会通知、签署会议记录及决议；
- (9) 代表各股东签署任何要求登记股东签署的文件，并向公司登记管理部门和/或其他相关政府部门提交与宁远科技运营相关的需要报送的文件；及
- (10) 其他宁远科技章程项下或中国法律规定的委托权利（包括在该章程经修改后而规定的任何其他的委托权利）。

受托人所作的与各股东所持宁远科技股份有关的所有行为均应视为各股东自己的行为，其所签署的所有文件均可视为由各股东签署。受托人在作出上述行为时均可按照其自己的意思行事，无须事前或事后征求各股东的同意。在本授权书有效期内，各股东不得自行行使该等权利，并于此放弃于本授权书授予受托人的所有权利。

本授权书自签署之日起生效。各股东兹此不可撤销地确认，除非人人爱健康对各股东发出要求更换受托人的指令，本授权书的有效期限延续到人人爱健康、宁远科技与各股东于2023年10月20日签署的《股东表决权委托协议》到期或提前终止之时。并且，本授权书作为《股东表决权委托协议》的附件，同样适用《股东权利委托协议》中约定的法律适用和争议解决方式等条款。

独家购买权协议

人人爱健康信息技术(深圳)有限公司

四川仁仁维康健康管理有限公司

和

成都双流仁仁维康互联网医院有限公司

之

独家购买权协议

日期：2024 年 5 月 20 日

独家购买权协议

本独家购买权协议（下称“本协议”）由以下各方于 2024 年 5 月 20 日在中华人民共和国（下称“中国”）深圳市签订：

- (1) 人人爱健康信息技术(深圳)有限公司（下称“人人爱健康”），一家在中国深圳市依法成立并合法存续的外商投资有限公司，住所为深圳市前海深港合作区南山街道梦海大道 5033 号前海卓越金融中心（一期）8 号楼 408-6；
- (2) 四川仁仁维康健康管理有限公司（下称“四川仁仁”），一家在中华人民共和国成都市依法成立并合法存续的有限责任公司，住所为四川省成都市双流区成都芯谷产业园集中区内。
- (3) 成都双流仁仁维康互联网医院有限公司（下称“成都互联网医院”），一家在中华人民共和国成都市依法成立并合法存续的有限责任公司，住所为四川省成都市双流区东升街道国芯大道 399 号 5 栋 803 室（A8-5-803）。

(在本协议中，以上各方分别称为“一方”，合称为“各方”)

鉴于：

- (1) 截至本协议签署之日，四川仁仁维康健康管理有限公司，一家在中国成都市依法成立并合法存续的有限责任公司，其持有成都互联网医院 100% 的股权；成都互联网医院系一家在中国成都市注册成立的有限责任公司。成都互联网医院有意在此确认四川仁仁和人人爱健康在本协议项下的权利和义务，并就本协议项下的股权购买权（定义见本协议第 1.1 条）之行使提供必要的协助与配合；
- (2) 人人爱健康是一家在中国注册的有限责任公司，系拟于香港联合交易所有限公司主板上市的 160 Health International Limited（下称“拟上市公司”）通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司；
- (3) 本协议各方于 2024 年 5 月 20 日签署了《股权质押协议》（下称“《股权质押协议》”），四川仁仁将其持有的成都互联网医院的全部股权质押给人人爱健康，作为四川仁仁、成都互联网医院履行其在本协议项下义务的担保；
- (4) 四川仁仁自愿在不违反中国法律的前提下，按照本协议的规定向人人爱健康或其指定的人士转让其在成都互联网医院中所持有的全部或部分股权，人人爱健康有意届时接受或要求其指定人士接受该等转让。为实现前述股权的转让，成都互联

网医院同意给予人人爱健康一项无条件、不可撤销和排他性的股权购买权（定义见本协议第 1.1 条），根据该等股权购买权，在人人爱健康认为合适的情况下，人人爱健康和/或其指定的任何其他方将按照本协议的规定全部或部分受让四川仁仁持有的成都互联网医院的股权。

现各方协商一致，达成如下协议：

1. 股权买卖

1.1 授予权利

四川仁仁在此无条件及不可撤销地授予人人爱健康在中国法律允许的前提下，按照人人爱健康自行决定的行使步骤，并按照本协议第 1.3 项所述的价格，随时一次或多次从四川仁仁中购买或由人人爱健康指定一人或多人(下称“**被指定人**”)从四川仁仁中购买其所持有的成都互联网医院的全部或部分股权的一项不可撤销的专有权(下称“**股权购买权**”)。人人爱健康和被指定人有权利但并无义务购买四川仁仁持有的成都互联网医院的全部或部分股权。除人人爱健康和被指定人外，任何第三人均不得享有股权购买权或其他与四川仁仁于成都互联网医院股权有关的权利。成都互联网医院特此同意四川仁仁向人人爱健康授予股权购买权。为免歧义，本款及本协议所规定的“人”指个人、公司、合伙企业、合伙、企业、信托或非公司组织。

1.2 行使步骤

在符合中国法律法规的规定之前提下，人人爱健康和/或被指定人可以随时自行决定购买四川仁仁所持有的成都互联网医院的全部或部分股权。人人爱健康和/或被指定人行使股权购买权时，应向四川仁仁发出书面通知(下称“**股权购买通知**”)，股权购买通知应载明以下事项：(a)人人爱健康和/或被指定人关于行使股权购买权的决定；(b)人人爱健康和/或被指定人拟从四川仁仁中购买的股权份额(下称“**被购买股权**”)；和(c) 人人爱健康和/或被指定人拟购买被购买股权的日期(即签订股权转让合同（下称“**转让合同**”）的日期)。四川仁仁在收到股权购买通知后，应依据该通知按本协议第 1.4 条所述方式将被购买股权全部转给人人爱健康和/或被指定人。

1.3 股权对价

在人人爱健康行使股权购买权时，除非根据届时中国法律法规人人爱健康受让被购买股权需要先进行评估或者中国法律法规对被购买股权的转让价格（下称“**股权对价**”）另有限制，否则，应按照相当于四川仁仁持有成都互联网医院股权份额所对应的股权比例确定相应的股权对价；而各方同意股权对价应为无偿或中国法律法规所允许的最低价格。

1.4 行使权

人人爱健康每次行使股权购买权时：

- 1.4.1 四川仁仁应责成成都互联网医院及时召开股东大会会议，在该会议上，成都互联网医院其他股东应投赞成票通过批准四川仁仁向人人爱健康和/或被指定人转让被购买股权的决议，且四川仁仁其他股东应放弃彼等各自对其拟转让有关股权的优先购买权（如有）；
- 1.4.2 四川仁仁应与人人爱健康和/或（在适用的情况下）被指定人按照本协议及股权购买通知的规定，为每次转让签订转让合同；
- 1.4.3 四川仁仁与人人爱健康和/或四川仁仁等有关方应签署所有其他所需合同、协议或文件，取得全部所需内部批准、授权及政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给人人爱健康和/或被指定人并使人人爱健康和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、《股权质押协议》项下产生的任何担保权益。
- 1.4.4 人人爱健康每次行使股权购买权时，可以自己受让被购买股权，也可以指定被指定人受让被购买股权；人人爱健康和/或被指定人可以选择一次性行使其全部的股权购买权，也可以分次行使其部分股权购买权。

2. 承诺

- 2.1 四川仁仁（作为成都互联网医院的股东）和成都互联网医院在此共同承诺：
 - 2.1.1 未经人人爱健康的事先书面同意，不得以任何形式补充、更改或修改成都互联网医院公司章程文件，增加或减少其注册资本，或以其他方式

改变其股权结构，不得做出任何分立、终结、清算、解散或任何变更成都互联网医院公司形式的行为；

2.1.2 按照良好的财务和商业标准及惯例及有关法律要求，保持成都互联网医院的存续及信誉，审慎地及有效地经营其业务和处理事务；

2.1.3 未经人人爱健康的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置成都互联网医院及/或其子公司的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；

2.1.4 未经人人爱健康的事先书面同意，不发生、继承、保证或容许存在任何债务，但(a)正常或日常业务过程中产生而不是通过借款方式产生的债务；和(b)已向人人爱健康披露和得到人人爱健康书面同意的债务除外；

2.1.5 一直在正常业务过程中经营所有业务，以保持成都互联网医院及/或其子公司的资产价值，避免任何足以影响其经营状况和资产价值的作为/不作为；

2.1.6 未经人人爱健康的事先书面同意，成都互联网医院及/或其子公司不得签订任何重大合同，但在正常业务过程中签订的合同除外(就本段而言，如果一份合同的价值超过人民币 100 万元即被视为重大合同)；

2.1.7 未经人人爱健康的事先书面同意，成都互联网医院及/或其子公司不得向任何人提供贷款，信贷或任何形式的担保；

2.1.8 应人人爱健康要求，向其提供所有关于成都互联网医院及/或其子公司的营运和财务状况的资料；

2.1.9 如人人爱健康提出要求，成都互联网医院及/或其子公司应从人人爱健康接受的保险公司处购买和持有有关其资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；

2.1.10 未经人人爱健康的事先书面同意，成都互联网医院及/或其子公司不得与任何第三人合并、合伙、合资或联合，或对任何人进行收购或投资；

2.1.11 将发生的或可能发生的与成都互联网医院及/或其子公司资产、业务或收入有关的诉讼、仲裁或行政程序应立即通知人人爱健康；未经人人爱健康同意，成都互联网医院不得自行和解；

- 2.1.12 为保持成都互联网医院及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
- 2.1.13 未经人人爱健康事先书面同意，不得以任何形式派发股息予各股东（包括于本协议生效前成都互联网医院尚未分配的税后利润）；
- 2.1.14 根据人人爱健康的要求，委任由其指定的任何人士出任成都互联网医院的董事、监事及高级管理人员；非经人人爱健康事先书面同意或要求，不得撤换成都互联网医院的任何董事、监事及高级管理人员；
- 2.1.15 根据人人爱健康的要求，由人人爱健康指定人士保管成都互联网医院及/或其子公司的印章，对外使用时，需经人人爱健康同意；
- 2.1.16 不得终止或促使成都互联网医院及/或其子公司的管理层团队终止与人人爱健康订立的任何合约协议，包括本协议、《股权质押协议》等，或订立与该等合约协议抵触的任何协议，并应立即终止任何与本协议、《股权质押协议》存在冲突的成都互联网医院及/或其子公司重要合约；

2.2 四川仁仁在此承诺：

- 2.2.1 未经人人爱健康的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的成都互联网医院的股权的合法权益或受益权益，或允许在其上设置任何其他担保权益，但根据《股权质押协议》在该股权上设置的质押则除外；
- 2.2.2 促使成都互联网医院股东大会和/或董事会不批准在未经人人爱健康的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何四川仁仁持有之成都互联网医院的股权的合法权益或受益权益或成都互联网医院及/或其子公司合法拥有或使用的任何资产，或允许在其上设置任何其他担保权益；但批准根据《股权质押协议》在四川仁仁持有之成都互联网医院的股权上设置的质押则除外；
- 2.2.3 未经人人爱健康的事先书面同意的情况下，对于成都互联网医院与任何第三人合并、合伙、合资或联合，或对任何人进行收购或投资，或对成都互联网医院的分立或公司形式变更或成都互联网医院注册资本的变更，或成都互联网医院的公司章程修改，四川仁仁将促成成都互联网医院股东大会或董事会不予批准；

- 2.2.4 将发生的或可能发生的任何关于其所拥有的成都互联网医院股权的诉讼、仲裁或行政程序应立即通知人人爱健康；未经人人爱健康同意，不得自行和解；
- 2.2.5 为保持其对成都互联网医院股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
- 2.2.6 应人人爱健康的要求，委任由其指定的任何人士出任成都互联网医院的董事、监事和高级管理人员；非经人人爱健康事先书面同意或要求，不得撤换成都互联网医院的任何董事、监事及高级管理人员；
- 2.2.7 未经人人爱健康的事先书面同意的情况下，放弃收取成都互联网医院股息的权利（包括于本协议生效前成都互联网医院尚未分配的税后利润），并同意及承诺该等未分配的税后利润将保存于成都互联网医院用作其营运资金/储备基金，以及将其在本协议签署后收取的股息在依照相关中国法律法规扣除任何相关税项后，剩余部分全部赠予人人爱健康或其委任代表（如有）；
- 2.2.8 确保成都互联网医院有效存续，不被终止、清算或解散；
- 2.2.9 促使成都互联网医院股东大会或董事会表决赞成本协议规定的被购买股权的转让并应人人爱健康之要求采取其他任何行动；
- 2.2.10 经人人爱健康随时要求，应向被指定人在任何时间无条件地根据本协议的股权购买权立即转让其股权，并将所得收益转让或支付予人人爱健康；
- 2.2.11 对于其转让被购买股权而向人人爱健康收取的股权对价款项，其同意无偿返还给人人爱健康；
- 2.2.12 如果股权购买权由人人爱健康行使，则股权对价应为届时适用的中国法律法规所允许的最低价格，且四川仁仁应在获得股权对价款项并依照届时适用的中国法律法规扣除任何相关税项或款项后 10 个工作日内将剩余股权对价款项归还予人人爱健康或其委任代表。
- 2.2.13 如成都互联网医院依据中国法律或获人人爱健康的事先书面同意被解散、清算时，确保成都互联网医院剩余财产（即在支付清算费用、职工的工资、社会保险费用和法定补偿金，缴纳所欠税款，清偿成都互联网医院债务后所剩余的财产）以中国法律允许的最低价格转让给人人爱健康或其指定的实体或个人，且应确保该等转让不会引致人人爱

健康对四川仁仁及其债权人，成都互联网医院及其债权人负担任何义务。

2.2.14 将依据中国法律并根据相关法律规定缴纳任何税后将以馈赠方式向人人爱健康或其被指定人转让任何盈利、利息、股息或清算所得款项。

2.2.15 严格遵守本协议及四川仁仁、成都互联网医院与人人爱健康共同或分别签订的其他合同的各项规定，切实履行该等合同项下的各项义务，并避免任何足以影响该等合同的有效性和可执行性的作为/不作为。如果四川仁仁对于本协议或《股权质押协议》项下或对人人爱健康的授权委托书中的股权，还留存有任何权利，除非人人爱健康书面指示，否则四川仁仁仍不得行使该权利。

3. 陈述和保证

四川仁仁和成都互联网医院特此在本协议签署之日和每一个转让日向人人爱健康共同及分别陈述和保证如下：

3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权而签订的任何转让合同，并履行其在本协议和任何转让合同项下的义务的权力和能力。四川仁仁和成都互联网医院同意在人人爱健康行使股权购买权时，他们将签署与本协议条款一致的转让合同。本协议和其是一方的各转让合同一旦签署后，构成或将其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行；

3.2 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会：(a)导致违反任何有关的中国法律；(b)与成都互联网医院章程或其他组织文件相抵触；(c)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(d)导致违反有关向任何一方颁发的任何许可或批准的授予和/或继续有效的任何条件；或(e)导致向任何一方颁发的任何许可或批准终止或被撤销或附加条件；

3.3 四川仁仁对其在成都互联网医院拥有的股权拥有良好和可合法出售的所有权。除《股权质押协议》外，四川仁仁在上述股权上没有设置任何担保权益；

- 3.4 成都互联网医院对所有资产拥有良好和可合法出售的所有权，成都互联网医院在上述资产上没有设置任何担保权益；
- 3.5 成都互联网医院没有任何未偿还债务，除(a)在其正常的业务过程中发生的合理债务，及(b)已向人人爱健康披露及经人人爱健康书面同意的债务以外；
- 3.6 成都互联网医院遵守适用于资产收购的所有法律和法规；
- 3.7 目前没有悬而未决的或构成威胁的与成都互联网医院资产有关的或与成都互联网医院有关的或与四川仁仁持有成都互联网医院股权有关的诉讼、仲裁或行政程序。

4. 生效与终止

- 4.1 本协议于各方签署本协议之日生效及受制于第 4.2 条，直至四川仁仁持有的成都互联网医院股权全部转让给人人爱健康和/或被指定人之日（以工商变更登记完成之日为准）终止，除非人人爱健康通过提前三十（30）日向四川仁仁、成都互联网医院发出书面通知的方式终止本协议，或各方书面约定终止本协议。
- 4.2 此外，由于人人爱健康受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》(下称“上市规则”)的规定，因本协议项下的交易将构成上市规则内所定义的持续关连交易，而人人爱健康可能需要就有关的关连交易取得独立股东的批准(除非取得香港联合交易所有限公司所给予的有关豁免)，而届时如有关的关连交易未能符合上市规则的有关规定，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。
- 4.3 四川仁仁、成都互联网医院及人人爱健康承诺，倘若中国法律法规对外国投资者投资成都互联网医院所经营业务不再实施限制时，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。

5. 管辖法律与争议解决

- 5.1 本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。
- 5.2 本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十(30)日内各方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“仲裁机构”)，依据

提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁机构仲裁的结果是终局性的，对各方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对成都互联网医院的股权或资产（包括但不限于物业权益）裁定赔偿或抵偿人人爱健康因本协议其他方当事人的违约行为而对人人爱健康造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对成都互联网医院及各股东的清算令。

- 5.3 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或成都互联网医院住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于成都互联网医院、各股东之股权权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 5.4 除有争议的条款外，在争议的解决期间，本协议其它条款应继续履行。
- 5.5 除各方发生争议的事项外，各方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

6. 违约责任

- 6.1 各方同意并确认，如四川仁仁和/或成都互联网医院（下称“**违约方**”）实质性地违反本协议项下所作的任何一项约定，或实质性地未履行本协议项下的任何一项义务，即构成本协议项下的违约（下称“**违约**”），人人爱健康有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在人人爱健康书面通知违约方并提出补正要求后十（10）日内仍未补正或采取补救措施的，则人人爱健康有权自行决定选择以下的任一种违约救济方式：(a)终止本协议，并要求违约方给予全部的损害赔偿；(b)要求强制履行违约方在本协议项下的义务，并要求违约方给予全部的损害赔偿；或者(c)按照股权质押协议的约定以质

押股权折价、拍卖或者变卖，并以折价、拍卖或者变卖的价款优先受偿，并要求违约方承担由此造成的全部损失。

6.2 各方同意并确认，除法律另有强制性规定，四川仁仁和/或成都互联网医院在任何情况下，均不得以任何理由要求终止本协议。

6.3 本协议规定的权利和救济是累积的，并不排斥法律规定的其他权利或者救济。

6.4 尽管有本协议其它规定，本条规定的效力不受本协议终止的影响。

7. 税款、费用

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

8. 通知

8.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致人人爱健康信息技术(深圳)有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致四川仁仁维康健康管理有限公司：

住所：四川省成都市双流区成都芯谷产业园集中区内

收件人：谢小倩

电话：15619252586

致成都双流仁仁维康互联网医院有限公司：

住所：四川省成都市双流区东升街道国芯大道 399 号 5 栋 803 室（A8-5-803）

收件人：谢小倩

电话：15619252586

8.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

9. 保密责任

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、政府部门或法院的命令而所需披露之任何信息；(c)由任何一方就本协议所述交易而需向其股东、投资者、法律或财务顾问披露之信息，而该股东、投资者、法律或财务顾问亦需遵守与本条款相类似之保密责任；或(d)因应人人爱健康的母公司为上市申请的需要或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构。如任何一方工作人员或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。无论本协议以任何理由终止，本条款仍然生效。

10. 进一步保证

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

11. 其他

11.1 修订、修改与补充

对本协议作出修订、修改与补充，必须经每一方签署书面协议。

11.2 完整合同

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议项下的标的及交易所达成的完整合同，取代在此之前就本协议项下的标的及交易所达成的所有口头或书面的协商、陈述和合同。

11.3 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

11.4 语言

本协议以中文书写，一式【三（3）】份，本协议各方各持一（1）份，具有同等法律效力。

11.5 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不可执行的规定所产生的经济效果相似。

11.6 继受者

各方一致同意，本协议对四川仁仁、成都互联网医院的任何继承人（下称“**继承人**”）具有约束力，四川仁仁的继承人均应承担四川仁仁于本协议项下的全部权利及义务。如果四川仁仁、成都互联网医院的继承人违反本协议约定，人人爱健康可针对继承人行使其权利。

11.7 权利转让

未经人人爱健康事先书面同意，四川仁仁、成都互联网医院不得向任何第三方转让其在本协议下的任何权利及/或义务；四川仁仁、成都互联网医院在此同意，人人爱健康有权在书面通知四川仁仁及/或成都互联网医院后，将其在本协议下的任何权利及/或义务全部或部分转让给任何第三方。

11.8 继续有效

各方同意并确认，在四川仁仁担任成都互联网医院的股东期间，即使四川仁仁持有的成都互联网医院的股权比例后续发生变动，本协议继续有效。

合同期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

本协议第 5、6、8、9 条和本协议第 11.8 项的规定在本协议终止后继续有效。

11.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

（以下无正文，为签署页）

独家购买权协议

(本页无正文，为《独家购买权协议》的签署页)

本协议由以下各方于文首之日及地点签署。

人人爱健康信息技术(深圳)有限公司 (公章)



法定代表人: 罗宇峰 (签字)

独家购买权协议

（本页无正文，为《独家购买权协议》的签署页）

本协议由以下各方于文首之日及地点签署。

四川仁仁维康健康管理有限公司（公章）

法定代表人： 罗文雄（签字）



独家购买权协议

（本页无正文，为《独家购买权协议》的签署页）

本协议由以下各方于文首之日及地点签署。

成都双流仁仁维康互联网医院有限公司（公章）

法定代表人： 罗宇峰 （签字）



人人爱健康信息技术（深圳）有限公司

（作为“质权人”）

及

四川仁仁维康健康管理有限公司

（作为“出质人”）

和

成都双流仁仁维康互联网医院有限公司

（作为“目标公司”）

之

股权质押协议

日期： 2024 年 5 月 20 日

股权质押协议

本股权质押协议(下称“本协议”)由以下各方于2024年5月20日在中华人民共和国(下称“中国”)深圳市签订:

- (1) 人人爱健康信息技术(深圳)有限公司(下称“质权人”),一家在中国深圳市依法成立并合法存续的外商投资有限公司,住所为深圳市前海深港合作区南山街道梦海大道5033号前海卓越金融中心(一期)8号楼408-6;
- (2) 四川仁仁维康健康管理有限公司(下称“出质人”),一家在中华人民共和国成都市依法成立并合法存续的有限责任公司,住所为四川省成都市双流区成都芯谷产业园集中区内;
- (3) 成都双流仁仁维康互联网医院有限公司(下称“目标公司”或“成都互联网医院”),一家在中华人民共和国成都市依法成立并合法存续的有限责任公司,住所为四川省成都市双流区东升街道国芯大道399号5栋803室(A8-5-803)。

(本协议中,质权人、出质人和目标公司以下各称“一方”,合称“各方”)

鉴于:

1. 截至本协议签署之日,出质人四川仁仁维康健康管理有限公司,一家在中国成都市依法成立并合法存续的有限责任公司,其持有成都互联网医院100%的股权。目标公司系一家在中国成都市注册成立的有限责任公司。目标公司有意在此确认出质人和质权人在本协议下的权利和义务并就股权质押提供必要的协助;
2. 质权人是一家在中国注册的外商投资有限公司,系拟于香港联合交易所有限公司主板上市的160 Health International Limited(下称“拟上市公司”)通过其英属维尔京群岛的全资子公司160 Health Management Limited在香港的全资子公司160 Health (HK) Holdings Group Limited在境内设立的全资控股公司;
3. 本协议各方于2024年5月20日签署了一份《独家购买权协议》(下称“《独家购买权协议》”),约定在中国法律允许和符合相应条件的情况下,如果质权人根据其独立判断提出购买要求,出质人应根据其要求向质权人和/或其指定的任何其他实体或个人转让其在目标公司中持有的全部或者部分股权;
4. 作为出质人对上述合同项下义务履行以及对担保债务清偿的担保,出质人愿意无条件及不可撤销地将其持有的全部目标公司股权出质给质权人,并赋予质权

人第一受偿质押权，且目标公司同意该等股权质押安排。

因此，经各方协商一致，各方商定按照以下条款签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 合同义务：指出质人和目标公司在本协议及所有控制协议项下所负的所有合同义务。
- 1.2 担保债务：指质权人因出质人、目标公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失，该等损失的金额依据包括但不限于质权人合理的商业计划和盈利预测及质权人为强制出质人、目标公司执行其合同义务而发生的所有费用。
- 1.3 交易协议：指《独家购买权协议》。
- 1.4 质权：指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所享有的，以出质人质押给质权人的股权折价或拍卖、变卖该等股权的价款优先受偿的权利。
- 1.5 质押股权：指由出质人于本协议生效时所合法拥有的、并将根据本协议的规定质押给质权人作为其和目标公司履行合同义务之担保的全部目标公司的股权以及根据本协议第 2.6 条增加的出资额而形成的股权。
- 1.6 违约事件：指本协议第 4.6 条所指的事件。
- 1.7 违约通知：指质权人根据本协议发出的宣布违约事件的通知。
- 1.8 关联公司：指就一方而言，指控制该方、受该方控制或与该方受共同控制的任何其他人、企业、信托或非公司组织。在本协议中，“控制”指直接或间接拥有超过所涉及公司各类具表决权的股权 50%及以上或拥有指引或促成指引该公司管理或决策的权力。
- 1.9 中国法律：指届时有效的中国宪法、法律、行政法规、地方法规、国务院各部委规章、地方政府规章以及具有法律约束力的规范性文件（包括有权解释机关对上述各项所作的解释或说明，如司法解释等）。
- 1.10 中国：指中华人民共和国，仅为本协议之目的，不涉及香港、澳门特别行政区与台湾地区。

2. 股权出质

- 2.1 出质人同意将其合法拥有并有权处分的质押股权按照本协议的约定出质给质

权人，作为合同义务的履行及担保债务的偿还的担保。目标公司同意出质人按照本协议的约定将质押股权出质给质权人。

- 2.2 出质人承诺其将负责在本协议签署之日将本协议项下的股权质押安排(“股权质押”)记载于目标公司的股东名册，同时出质人承诺其将于本协议签署之日将出质人在目标公司的股权出资证明书及股东名册交付质权人保管；出质人及目标公司进一步承诺在本协议签署后质权人要求的合理期限内将本协议项下的股权质押在相关工商行政管理部门办理股权出质设立登记。各方确认，如相关工商行政管理机关在办理股权质押登记中要求明确担保范围涉及的主债权金额，则仅为办理该股权质押登记目的，各方同意将主合同项下的债权金额登记为本金港币 200,000,000.00 元（港币贰亿元整）及相关合同下所有及任何违约责任和损失赔偿金额。为办理股权质押登记目的明确前述债权金额不减损或限制质权人作为被担保人根据相关主合同及本协议享有的所有权利和利益。
- 2.3 在本协议有效期间，除非因质权人的故意或重大过失，对质押股权发生任何价值减少的情况，质权人皆不负任何责任，出质人亦无权对质权人进行任何形式的追索或提出任何要求。
- 2.4 在不违反本协议第 2.3 项约定的前提下，若质押股权有任何价值明显减少的可能，足以危害质权人权利的，出质人同意，质权人可以随时代理出质人拍卖或者变卖质押股权，并与出质人协议将拍卖或者变卖所得的价款用于提前清偿担保债务或者向质权人所在地公证机关提存(由此所发生之任何费用从拍卖或者变卖所得的价款中偿付)。此外，出质人应该提供令质权人满意的其它财产作为担保。当上述可能导致质押股权有任何价值明显减少的可能，足以危害质权人权利的事件发生时，出质人必须及时通知质权人，并根据质权人的合理要求，采取必要行动解决上述事件或降低其不利影响。否则，因此而导致的直接或间接损失，出质人应当向质权人承担相应的赔偿责任。
- 2.5 当任何违约事件发生时，质权人有权按本协议第 4 条约定的方式处分质押股权。
- 2.6 在质权人事先书面同意的情况下，任何出质人可以受让其他出质人持有的目标公司的股权或认购目标公司新增注册资本。出质人因受让股权或认购目标公司新增注册资本出资额而形成的股权亦属于质押股权。在出质人受让股权或对目标公司增资完成后，出质人及目标公司应立即将变更的股权质押或该新增加股权的质押记载于目标公司的股东名册，并在 10 个工作日内就变更的股权质押或该新增加股权的质押向相关工商行政管理部门办理股权出质变更

及/设立登记。

- 2.7 在质权人事先书面同意的情况下，出质人方可就质押股权而分得股息或分红。出质人同意，在质押存续期间，质权人有权收取质押股权所产生的任何股息或分红。目标公司应将该部分款项支付至质权人届时指定的银行账户。

3. 质押的解除

- 3.1 在出质人、目标公司充分、完全并不可撤销地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的书面要求，解除本协议下的股权质押，且出质人和目标公司应在目标公司股东名册记载股权质押的变更及解除在相关工商行政管理部门处所作的股权出质设立登记，因解除股权质押而产生的合理费用由出质人和目标公司承担。

4. 质押股权的处分

- 4.1 各方同意，如发生任何违约事件，出质人及/或目标公司在合理期限内或在质权人书面通知出质人及/或目标公司并提出补正要求后 10 个工作日内仍未补正或采取补救措施的，则质权人有权在给予出质人书面通知后，行使其根据中国法律、交易协议及本协议条款而享有的全部违约救济权利和权力（包括但不限于管理其业务的权利及取用收入的权利），包括(但不限于)：

- (1) 要求出质人及/或目标公司立即支付交易协议项下的全部欠款或其他应付款；
- (2) 质权人拍卖或变卖质押股权以优先受偿；
- (3) 以质押股权折价清偿担保债务；及/或
- (4) 质权人在中国法律规定允许的范围内用其他方式来处置质押股权。

质权人有权依据其独立判断选择行使任何上述权利。在此情况下，本协议的其他各方应无条件地给予全力配合。质权人对其合理行使该等权利和权力造成的任何损失不负责任。

- 4.2 质权人有权以书面方式指定其律师或其他代理人行使其上述的任何及所有权利和权力，出质人或目标公司对此均不得提出异议。
- 4.3 对于质权人在行使上述任何或全部权利和权力时所产生的合理费用，质权人有权从其行使权利和权力而获得的款项中按照实际发生的数额扣除该等费用。
- 4.4 质权人行使其在本条项下的权利和权力所获得的款项，应按下列次序处理：

- (1) 支付因处分质押股权和质权人行使其权利和权力而产生的一切费用(包

括支付其律师的律师费和代理人的酬金);

(2) 支付因处分质押股权而应缴的税费;

(3) 向质权人偿还担保债务。

扣除上述款项后尚有剩余的,质权人应将剩余之款项交还出质人或根据有关中国法律的规定对该款项享有权利的其他人或者向质权人所在地公证机关提存(由此所发生之任何费用从余款中支付)。

4.5 质权人有权选择同时或先后行使其享有的任何违约救济,质权人在行使本协议项下的拍卖或变卖质押股权的权利前,无须先行使其他违约救济。

4.6 为本协议的目的,下列任一事件均被视为违约事件:

- (1) 指任何出质人对其在《独家购买权协议》及/或本协议项下的任何合同义务的违反或不能履行,目标公司对其在《独家购买权协议》及/或本协议项下的任何合同义务的违反或不能履行;
- (2) 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任(a)因违约被要求提前偿还或履行;或(b)已到期但不能如期偿还或履行,致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- (3) 出质人不能偿还一般债务或其他欠债;
- (4) 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务;
- (5) 如果本协议可被执行或使之合法或生效所需之政府部门同意、许可、批准或授权被撤回、终止、失效或有实质性修改;
- (6) 出质人因其所拥有的财产出现不利变化,致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- (7) 按有关中国法律规定质权人不能行使及/或处分质权的其他情况。

5. 费用及开支

5.1 一切与本协议项下股权质押的设立有关的实际开支,其中包括(但不限于)印花税、任何其他税收及全部法律费用等,应全部由出质人承担,如中国法律规定由质权人承担且质权人已缴付相关税费的,出质人应向质权人就质权人已缴付的税费给予足额补偿。

6. 持续性及不弃权

6.1 本协议项下设立的股权质押是一项持续的保证,其有效性应延续至合同义务被完全履行及/或担保债务被完全清偿时止。质权人对出质人任何违约的豁

免、宽限或质权人延迟行使其在交易协议及本协议项下的任何权利，均不能影响质权人在本协议和有关中国法律和交易协议项下，在以后任何时候要求出质人、目标公司严格执行交易协议及本协议的权利或质权人因出质人、目标公司随后违反交易协议及/或本协议而享有的权利。

7. 出质人陈述和保证

出质人向质权人陈述及保证如下：

- 7.1 作为出质人的四川仁仁是根据其注册地法律适当注册并合法存续的有限责任公司及/或有限合伙企业，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 7.2 出质人向质权人在本协议生效前提供的，有关出质人的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实、正确、准确和完整的。
- 7.3 出质人向质权人在本协议生效后及有效期间提供的，有关出质人的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和正确、准确和完整的。
- 7.4 在本协议生效时，出质人是质押股权的所有合法所有权人，没有任何现存的有关质押股权所有权的争议。出质人有权处分质押股权及其任何部份。
- 7.5 除因本协议而在质押股权上设定的担保权益及交易协议项下所设定的权利外，质押股权上没有任何其他担保权益或第三人的权益及其他任何限制，也不存在与质押股权相关的应付而未付的税赋、费用。
- 7.6 质押股权系可以依法出质和转让的，且出质人有充分的权利和权力依本协议的规定将质押股权出质给质权人。
- 7.7 本协议经出质人适当签署并根据本协议条款生效后，对出质人构成合法、有效和具有约束力的义务。
- 7.8 除需向工商行政管理部门办理的股权出质设立登记外，就本协议的签署和履行及本协议项下之股权质押生效须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或得到办理，并将在本协议有效期内充分、持续有效。
- 7.9 出质人之签署和履行本协议与其适用的所有法律、以其为一方的或对其资产有约束力的任何协议、任何法院判决、任何仲裁机关的裁决、任何行政机关的决定并无违反或抵触。

- 7.10 本协议项下的质押构成对质押股权的第一顺序的担保权益。
- 7.11 因质押股权的取得而应缴付的所有税收和费用已由出质人全额缴付。
- 7.12 在任何法院或仲裁庭均没有针对出质人、或其财产、或质押股权的未决的或就出质人所知有威胁的诉讼、法律程序或请求，同时在任何政府机构或行政机关亦没有任何针对出质人、或其财产、或质押股权的未决的或就出质人所知有威胁的诉讼、法律程序或请求，将对出质人的经济状况或其履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。
- 7.13 出质人兹向质权人保证上述陈述及保证在合同义务被全部履行及/或担保债务被完全清偿前的任何时候的任何情形下，都将是真实、正确、准确和完整的，并将被完全地遵守。

8. 目标公司陈述和保证

目标公司向质权人陈述及保证如下：

- 8.1 目标公司是根据中国法律适当注册并合法存续的有限责任公司，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 8.2 目标公司向质权人在本协议生效前提供的，有关质押股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实、正确、准确和完整的。
- 8.3 目标公司向质权人在本协议生效后及有效期间提供的，有关质押股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实、正确、准确、完整和有效的。
- 8.4 本协议经目标公司适当签署并根据本协议条款生效后，对目标公司构成合法、有效和具有约束力的义务。
- 8.5 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的目标公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
- 8.6 在任何法院或仲裁庭均没有针对质押股权、目标公司或其资产（包括但不限于其持有的任何业务资源、重大客户资源和/或其他公司的股权或类似权益，下同）的未决的或就目标公司所知有威胁的诉讼、法律程序或请求，同时在任何政府机构或行政机关亦没有任何针对质押股权、目标公司或其资产的未决的或就目标公司所知有威胁的诉讼、法律程序或请求，将对目标公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的

的影响。

- 8.7 目标公司兹同意就出质人在本协议第 7.4 条、第 7.5 条、第 7.6 条、第 7.8 条、第 7.10 条、第 7.11 条、第 7.12 条及第 7.13 条项下所作的陈述及保证向质权人承担连带责任。
- 8.8 目标公司兹向质权人保证上述陈述及保证在合同义务被全部履行及/或担保债务被完全清偿前的任何时候的任何情形下，都将是真实、正确、准确和完整的，并将被完全地遵守。

9. 出质人承诺

出质人兹向质权人承诺如下：

- 9.1 未经质权人的事先书面同意，出质人不得在质押股权和/或目标公司关联公司的股权上设立或允许设立任何新的质押或其它任何担保权益或其他第三方权利，否则该等质押或其他任何担保权益无效。
- 9.2 未经事先书面通知质权人并获得其事先书面同意，出质人不得将质押股权和/或目标公司关联公司的股权转让，出质人的所有拟转让质押股权和/或目标公司关联公司股权的行为无效。经质权人书面同意的股权转让，出质人应首先将转让质押股权所得价款用于提前向质权人清偿担保债务或向与质权人约定的第三人提存。
- 9.3 当有任何法律诉讼、仲裁或其它请求发生，而可能会对出质人或质权人在交易协议及本协议项下的利益或质押股权有不利影响时，出质人保证将尽快和及时地书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对质押股权的质押权益。
- 9.4 出质人不得进行或容许任何可能会对质权人在交易协议及本协议项下的权利或质押股权有不利影响之行为或行动，包括但不限于向任何第三方提供借款或承担任何债务。出质人在此不可撤销地放弃质权人实现质权时的优先购买权。
- 9.5 出质人及目标公司在本协议签署后的 10 个工作日内将本协议项下的股权质押在相关工商行政管理部门办理股权出质设立登记，并且出质人及目标公司保证根据质权人的合理要求，采取一切必要措施及签署一切必要文件(包括但不限于本协议的补充协议)，以确保质权人对质押股权的质押权益及该等权利的行使和实现。
- 9.6 如果由于本协议项下质权的行使而引起任何质押股权的转让，出质人保证采取一切措施以实现该等转让。

- 9.7 出质人确保为本协议的签订、质权的设定以及质权的行使之目的而召开的目标公司的股东大会、董事会的会议召集程序、表决方式与内容不违反法律、行政法规或者目标公司章程。
- 9.8 在合同义务被履行完毕且担保债务被悉数清偿完毕前，出质人不得放弃其持有的根据本协议所质押给质权人的股权，和/或放弃因持有上述质押股权所产生的孳息，包括但不限于股息、红利、送配股。
- 9.9 在合同义务被履行完毕且担保债务被悉数清偿完毕前，未经质权人事先书面同意，出质人不得通过任何决议同意目标公司转让、出售或以其他方式处置其任何的资产。
- 9.10 在合同义务被履行完毕且担保债务被悉数清偿完毕前，质权人有权收取因该等质押股权而产生的法定孳息，包括但不限于股息、红利及送配股；出质人应在接获质权人的书面要求后将该等孳息存入质权人书面指定的账户，或用来提前清偿担保债务；存入质权人书面指定账户的上述孳息，未经质权人书面同意，出质人不得支取。
- 9.11 如质押股权涉及任何财产保全或强制执行，或质押股权发生价值减少或灭失等严重影响出质人履行其在本协议项下义务的情形，出质人应立即将该等情形书面通知质权人，并配合质权人采取有效措施保障质权人的权利和利益，包括但不限于提供额外的财产以作担保或质押。
- 9.12 若任何第三方对质押股权发生权属争议，或者质权人的质权受到或可能受到来自任何第三方的其他不利影响时，出质人应立即书面通知质权人，并应当配合质权人采取有关措施。
- 9.13 如发生针对出质人或质押股权的任何民事或刑事诉讼或行政诉讼或仲裁或任何其他法律程序，或者出质人所知将面临上述任何诉讼、仲裁或其他法律程序的威胁，出质人应立即将该等情形及其应变方案书面通知质权人。
- 9.14 如根据适用中国法律，对本协议的任何修订、补充或更新必须在完成相应的质押变更审批和/或登记手续后才能生效，出质人应在完成该等修订、补充或更新之日起 10 个工作日内在相关工商行政管理部门办理该等变更登记手续。
- 9.15 出质人承诺放弃收取本协议生效以前的尚未分配的目标公司的税后利润，并同意及承诺该等未分配的税后利润将保存于目标公司用作其营运资金/储备基金。
- 9.16 在符合中国相关法律法规规定的条件下，本协议项下的股权质押系持续担保，在本协议存续期间保持完全有效，即使出质人或目标公司资不抵债、清

算、丧失行为能力或发生组织或地位变化，或各方之间发生任何资金冲抵，或发生其他任何事件，本协议项下股权质押均不受影响。

- 9.17 未经事先书面通知质权人并获得其事先书面同意，出质人不得要求并促使股东大会同意增加或减少目标公司注册资本，出质人的所有拟改变目标公司注册资本的行为无效。
- 9.18 若出质人收到主管部门就质押发出的通知、命令或建议，有关出质人须于收到通知、命令或建议后的5个工作日内向质权人告知该等通知、命令或建议，并须遵从该等通知、命令或建议行事，或在质权人合理要求或同意下提出反对。
- 9.19 出质人各自已同意及已促使其直接股东、最终股东(或实际控制人)、董事、继任人、代理及信托人作出一切适当的安排及签署一切必要的文件，以确保一旦发生(i)合并、分拆、解散、清盘、注销或吊销营业许可或转让权益；(ii)控股股东或实际控制人变动；(iii)身故，失去工作能力、离异及/或出现可能影响相关出质人行使其权利的其他任何情况，相关出质人的清盘人、债权人、承让人、继任人、代理或信托人将继续履行协议的责任。

10. 目标公司承诺

- 10.1 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)，则目标公司将尽力协助取得并保持其在本协议有效期内充分有效。
- 10.2 未经质权人的事先书面同意，目标公司将不会设置或协助或允许在质押股权和/或目标公司关联公司股权上设立任何新的质押或其它任何担保权益或第三方权利。
- 10.3 未经质权人的事先书面同意，目标公司将不会转让或协助或允许将质押股权和/或目标公司关联公司的股权转让，否则所有转让的行为无效。
- 10.4 未经质权人的事先书面同意，目标公司将不会转让、出售和以任何其他方式处置其和/或目标公司关联公司任何的资产。
- 10.5 当有任何法律诉讼、仲裁或其它请求发生，而可能会对目标公司、质押股权或质权人在交易协议及本协议项下的利益有不利影响时，目标公司保证将尽快和及时地书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对质押股权的质押权益。
- 10.6 目标公司不得进行或容许任何可能会对质权人在交易协议及本协议项下的

利益或质押股权有不利影响之行为或行动，包括但不限于受第 9 条限制的任何行为和行动。

- 10.7 在本协议有效期内，未经质权人事先书面同意，目标公司不得改变或支持任何股东去改变目标公司现有的股权结构及/或更改其现有业务性质和/或经营范围；目标公司确保其关联公司不得改变或支持任何股东去改变其关联公司现有的股权结构及更改其关联公司现有业务性质和/或经营范围。
- 10.8 除非获得质权人的书面同意，目标公司不会向出质人分配或分派本协议生效前目标公司尚未分配的税后利润。
- 10.9 在符合中国相关法律法规规定的条件下，本协议项下的股权质押系持续担保，在本协议存续期间保持完全有效，即使出质人或目标公司资不抵债、清算、丧失行为能力或发生组织或地位变化，或各方之间发生任何资金冲抵，或发生其他任何事件，本协议项下股权质押均不受影响。

11. 情势变更

- 11.1 作为补充，并且不与交易协议及本协议的其它条款相违背，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，或由于有关登记程序的改变，致使质权人认为维持本协议生效、维持本协议项下的质权有效及/或以本协议规定的方式处分质押股权变为不合法或与该等法律、法规或规章相违背时，出质人和目标公司应立即按质权人的书面指令，并根据质权人的合理要求，采取任何行动，和/或签署任何协议或其他文件，以：
- (1) 保持本协议及本协议项下的质权有效；
 - (2) 便利以本协议规定的方式处分质押股权；和/或
 - (3) 维持或实现本协议设立的或意图设立的担保。

12. 本协议之生效和期限

- 12.1 本协议自各方签署之日起生效。出质人及目标公司应在本协议签署后的当日将本协议项下的股权质押依法记载于目标公司的股东名册，并且应在本协议签署后 10 个工作日内将本协议项下的股权质押在相关工商行政管理部门办理股权出质设立登记，但如因不可归责于出质人的原因未能及时获得办理，则不视为出质人违约。
- 12.2 出质人应在本协议生效后根据质权人的要求将工商行政管理部门签发且已加盖出质登记专用章的出质登记通知书以质权人满意的形式提供给质权人。

- 12.3 受制于第 12.4 条, 本协议的期限自本协议签署之日起至合同义务被完全履行且担保债务被完全清偿时, 或各出质人已根据《独家购买权协议》转让其于目标公司的股权予质权人及/或其指定人士, 或交易协议失效或终止(以时间较晚者为准) 为止, 除非质权人通过提前三十(30)日向出质人发出书面通知的方式终止本协议。
- 12.4 由于质权人受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》(下称“上市规则”)的规定, 本协议项下的交易将构成上市规则内所定义的持续关连交易, 而质权人可能需要就有关的关连交易取得独立股东的批准(除非取得香港联合交易所有限公司所给予的有关豁免), 而届时如有关的关连交易未能符合上市规则的有关规定, 则质权人有权随时单方面立即终止本协议, 且无需就其单方面终止本协议的行为承担任何违约责任。
- 12.5 即使出质人持有的目标公司的股权比例后续发生变动, 本协议继续有效。

13. 通知

- 13.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方, 任何一方变更通讯地址, 须提前七个工作日通知其他方。

致质权人: 人人爱健康信息技术(深圳)有限公司

住所: 深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人: 谢小倩

电话: 15619252586

传真:

致四川仁仁维康健康管理有限公司:

住所: 四川省成都市双流区成都芯谷产业园集中区内

收件人: 谢小倩

电话: 15619252586

致成都双流仁仁维康互联网医院有限公司:

住所: 四川省成都市双流区东升街道国芯大道 399 号 5 栋 803 室 (A8-5-803)

收件人: 谢小倩

电话: 15619252586

- 13.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

14. 其他事项

- 14.1 出质人及目标公司同意，在不与届时中国法律相违背的情况下，在质权人通知出质人及目标公司后，质权人即可以以任何方式以及其认为适当的条款和条件（包括再委派的权利），将其在本协议、交易协议及其他担保文件项下其可行使的任何权利委派或转让给任何第三方行使；但出质人或目标公司未取得质权人事先书面同意，不得将其在本协议项下的权利、义务或责任转让给任何第三方。出质人和目标公司的继受人或经许可的受让人(如有)须继续履行出质人和目标公司在本协议项下各自的义务。
- 14.2 质权人在根据本协议的约定行使其对质押股权的质权时所自行认定的担保债务的金额应作为本协议项下担保债务的终局性证据。
- 14.3 本协议为一份独立于交易协议及其他担保文件的法律文件，交易协议或其他担保文件无效均不影响本协议项下各方的权利和义务，若交易协议或其他担保文件被宣告无效，但出质人仍存在尚未履行的合同义务或仍欠付质权人担保债务时，本协议项下的质押股权仍应作为担保债务的质押担保，直至出质人完全履行合同义务并清偿全部担保债务为止。
- 14.4 本协议用中文书写，正本一式【五（5）】份，本协议之各方各执一（1）份，剩余两份用以办理股权质押登记手续。
- 14.5 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。
- 14.6 本协议项下发生的及与本协议有关的任何争议应由双方协商解决，如争议产生后三十(30)日内双方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“仲裁机构”)，依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁的结果是终局性的，对双方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对目标公司的股权或资产（包括但不限于物业权益）裁定赔偿或抵偿质权人因本

协议其他方当事人的违约行为而对质权人造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对目标公司及质权人的清算令。

- 14.7 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或湖南蓝蜻蜓住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于目标公司及质权人之股权权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 14.8 本协议任何条款赋予各方的任何权利、权力和补救并不能排除该方依据法律规定及本协议项下其它条款所享有的其它任何权利、权力或补救，且一方对其权利、权力和补救的行使并不排除该方对其享有的其它权利、权力和补救的行使。
- 14.9 一方不行使或延迟行使其根据本协议或法律享有的任何权利、权力和补救(以下称“该方权利”)将不会导致对该方权利的放弃，并且，任何单个或部分该方权利的放弃亦不排除该方对该方权利以其他方式的行使以及其他该方权利的行使。
- 14.10 本协议各条的标题仅为索引而设，在任何情况下，该等标题不得用于或影响对本协议条文的解释。
- 14.11 本协议的每一条款均可分割且独立于其他每一条款，如果在任何时候本协议的任何一条或多条条款成为无效、不合法或不能执行，本协议其他条款的有效性、合法性和可执行性并不因此而受到影响。
- 14.12 本协议的任何修改、补充必须以书面形式进行，除质权人根据第 14.1 条的规定转让其在本协议项下的权利外，本协议的修改、补充须由本协议各方签署后方能生效。
- 14.13 本协议对出质人及/或目标公司的任何继承人（或权利义务继受者）具有约束力，出质人及/或目标公司的任何继承人（或权利义务继受者）均应承担其于本协议中的全部权利及义务。如果出质人及/或目标公司的任何继承人（或权利义务继受者）违反本协议约定，质权人可针对该继承人（或权利义务继受者）行使其于本协议项下的权利。
- 14.14 出质人及目标公司同意质权人或其母公司可因为其上市申请或上市前的私

募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构。

（以下无正文，为签署页）

股权质押协议

(本页无正文，为《股权质押协议》的签署页)

本协议由以下各方于文首之日签署：

质权人：人人爱健康信息技术（深圳）有限公司（公章）



法定代表人： 罗宇峰 (签字)

股权质押协议

(本页无正文，为《股权质押协议》的签署页)

本协议由以下各方于文首之日签署：

出质人：四川仁仁维康健康管理有限公司（公章）

法定代表人：罗宇峰（签字）



股权质押协议

（本页无正文，为《股权质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

目标公司：成都双流仁仁维康互联网医院有限公司(公章)

法定代表人：罗宇峰（签字）



独家购买权协议

人人爱健康信息技术(深圳)有限公司

深圳市宁远科技股份有限公司

和

湖南省蓝蜻蜓网络科技有限公司

之

独家购买权协议

日期: 2024年 5月 20日

独家购买权协议

本独家购买权协议（下称“本协议”）由以下各方于 2024 年 5 月 20 日在中华人民共和国（下称“中国”）深圳市签订：

- (1) 人人爱健康信息技术(深圳)有限公司（下称“人人爱健康”），一家在中国深圳市依法成立并合法存续的外商投资有限公司，住所为深圳市前海深港合作区南山街道梦海大道 5033 号前海卓越金融中心（一期）8 号楼 408-6；
- (2) 深圳市宁远科技股份有限公司（下称“宁远科技”），一家在中华人民共和国深圳市依法成立并合法存续的股份有限公司，住所为深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼。
- (3) 湖南省蓝蜻蜓网络科技有限公司（下称“湖南蓝蜻蜓”），一家在中华人民共和国长沙市依法成立并合法存续的有限责任公司，住所为长沙高新开发区尖山路 39 号长沙中电软件园总部大楼 A276 房。

(在本协议中，以上各方分别称为“一方”，合称为“各方”)

鉴于：

- (1) 截至本协议签署之日，深圳市宁远科技股份有限公司，一家在中国深圳市依法成立并合法存续的股份有限公司，其持有湖南蓝蜻蜓 70.00%的股权；湖南蓝蜻蜓系一家在中国长沙市注册成立的有限责任公司。湖南蓝蜻蜓有意在此确认宁远科技和人人爱健康在本协议项下的权利和义务，并就本协议项下的股权购买权（定义见本协议第 1.1 条）之行使提供必要的协助与配合；
- (2) 人人爱健康是一家在中国注册的有限责任公司，系拟于香港联合交易所有限公司主板上市的 160 Health International Limited（下称“拟上市公司”）通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司；
- (3) 本协议各方于 2024 年 5 月 20 日签署了《股权质押协议》（下称“《股权质押协议》”），宁远科技将其持有的湖南蓝蜻蜓的全部股权质押给人人爱健康，作为宁远科技、湖南蓝蜻蜓履行其在本协议项下义务的担保；
- (4) 宁远科技自愿在不违反中国法律的前提下，按照本协议的规定向人人爱健康或其指定的人士转让其在湖南蓝蜻蜓中所持有的全部或部分股权，人人爱健康有意届时接受或要求其指定人士接受该等转让。为实现前述股权的转让，湖南蓝蜻蜓同

意给予人人爱健康一项无条件、不可撤销和排他性的股权购买权（定义见本协议第 1.1 条），根据该等股权购买权，在人人爱健康认为合适的情况下，人人爱健康和/或其指定的任何其他方将按照本协议的规定全部或部分受让宁远科技持有的湖南蓝蜻蜓的股权。

现各方协商一致，达成如下协议：

1. 股权买卖

1.1 授予权利

宁远科技在此无条件及不可撤销地授予人人爱健康在中国法律允许的前提下，按照人人爱健康自行决定的行使步骤，并按照本协议第 1.3 项所述的价格，随时一次或多次从宁远科技中购买或由人人爱健康指定一人或多人(下称“**被指定人**”)从宁远科技中购买其所持有的湖南蓝蜻蜓的全部或部分股权的一项不可撤销的专有权(下称“**股权购买权**”)。人人爱健康和被指定人有权利但并无义务购买宁远科技持有的湖南蓝蜻蜓的全部或部分股权。除人人爱健康和被指定人外，任何第三人均不得享有股权购买权或其他与宁远科技于湖南蓝蜻蜓股权有关的权利。湖南蓝蜻蜓特此同意宁远科技向人人爱健康授予股权购买权。为免歧义，本款及本协议所规定的“人”指个人、公司、合营企业、合伙、企业、信托或非公司组织。

1.2 行使步骤

在符合中国法律法规的规定之前提下，人人爱健康和/或被指定人可以随时自行决定购买宁远科技所持有的湖南蓝蜻蜓的全部或部分股权。人人爱健康和/或被指定人行使股权购买权时，应向宁远科技发出书面通知(下称“**股权购买通知**”)，股权购买通知应载明以下事项：(a)人人爱健康和/或被指定人关于行使股权购买权的决定；(b)人人爱健康和/或被指定人拟从宁远科技中购买的股权份额(下称“**被购买股权**”)；和(c) 人人爱健康和/或被指定人拟购买被购买股权的日期(即签订股权转让合同（下称“**转让合同**”）的日期)。宁远科技在收到股权购买通知后，应依据该通知按本协议第 1.4 条所述方式将被购买股权全部转给人人爱健康和/或被指定人。

1.3 股权对价

在人人爱健康行使股权购买权时，除非根据届时中国法律法规人人爱健康受让被购买股权需要先进行评估或者中国法律法规对被购买股权的转让价格（下称“**股权对价**”）另有限制，否则，应按照相当于宁远科技持有湖南蓝蜻蜓股权份额所对应的股权比例确定相应的股权对价；而各方同意股权对价应为无偿或中国法律法规所允许的最低价格。

1.4 行使权

人人爱健康每次行使股权购买权时：

- 1.4.1 宁远科技应责成湖南蓝蜻蜓及时召开股东大会会议，在该会议上，湖南蓝蜻蜓其他股东应投赞成票通过批准宁远科技向人人爱健康和/或被指定人转让被购买股权的决议，且宁远科技其他股东应放弃彼等各自对其拟转让有关股权的优先购买权（如有）；
- 1.4.2 宁远科技应与人人爱健康和/或（在适用的情况下）被指定人按照本协议及股权购买通知的规定，为每次转让签订转让合同；
- 1.4.3 宁远科技与人人爱健康和/或宁远科技等有关方应签署所有其他所需合同、协议或文件，取得全部所需内部批准、授权及政府批准和同意，并采取所有所需行动，在不附带任何担保权益的情况下，将被购买股权的有效所有权转移给人人爱健康和/或被指定人并使人人爱健康和/或被指定人成为被购买股权的登记在册所有人。为本款及本协议的目的，“担保权益”包括担保、抵押、第三方权利或权益，任何购股权、收购权、优先购买权、抵销权、所有权扣留或其他担保安排等；但为了明确起见，不包括在本协议、《股权质押协议》项下产生的任何担保权益。
- 1.4.4 人人爱健康每次行使股权购买权时，可以自己受让被购买股权，也可以指定被指定人受让被购买股权；人人爱健康和/或被指定人可以选择一次性行使其全部的股权购买权，也可以分次行使其部分股权购买权。

2. 承诺

2.1 宁远科技（作为湖南蓝蜻蜓的股东）和湖南蓝蜻蜓在此共同承诺：

- 2.1.1 未经人人爱健康的事先书面同意，不得以任何形式补充、更改或修改湖南蓝蜻蜓公司章程文件，增加或减少其注册资本，或以其他方式改变

其股权结构，不得做出任何分立、终结、清算、解散或任何变更湖南蓝蜻蜓公司形式的行为；

- 2.1.2 按照良好的财务和商业标准及惯例及有关法律要求，保持湖南蓝蜻蜓的存续及信誉，审慎地及有效地经营其业务和处理事务；
- 2.1.3 未经人人爱健康的事先书面同意，不在本协议签署之日起的任何时间出售、转让、抵押或以其他方式处置湖南蓝蜻蜓及/或其子公司的任何资产、业务或收入的合法或受益权益，或允许在其上设置任何其他担保权益；
- 2.1.4 未经人人爱健康的事先书面同意，不发生、继承、保证或容许存在任何债务，但(a)正常或日常业务过程中产生而不是通过借款方式产生的债务；和(b)已向人人爱健康披露和得到人人爱健康书面同意的债务除外；
- 2.1.5 一直在正常业务过程中经营所有业务，以保持湖南蓝蜻蜓及/或其子公司的资产价值，避免任何足以影响其经营状况和资产价值的作为/不作为；
- 2.1.6 未经人人爱健康的事先书面同意，湖南蓝蜻蜓及/或其子公司不得签订任何重大合同，但在正常业务过程中签订的合同除外(就本段而言，如果一份合同的价值超过人民币 100 万元即被视为重大合同)；
- 2.1.7 未经人人爱健康的事先书面同意，湖南蓝蜻蜓及/或其子公司不得向任何人提供贷款，信贷或任何形式的担保；
- 2.1.8 应人人爱健康要求，向其提供所有关于湖南蓝蜻蜓及/或其子公司的营运和财务状况的资料；
- 2.1.9 如人人爱健康提出要求，湖南蓝蜻蜓及/或其子公司应从人人爱健康接受的保险公司处购买和持有有关其资产和业务的保险，该保险的金额和险种应与经营类似业务的公司一致；
- 2.1.10 未经人人爱健康的事先书面同意，湖南蓝蜻蜓及/或其子公司不得与任何第三人合并、合伙、合资或联合，或对任何人进行收购或投资；
- 2.1.11 将发生的或可能发生的与湖南蓝蜻蜓及/或其子公司资产、业务或收入有关的诉讼、仲裁或行政程序应立即通知人人爱健康；未经人人爱健康同意，湖南蓝蜻蜓不得自行和解；

- 2.1.12 为保持湖南蓝蜻蜓及/或其子公司对其全部资产的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
- 2.1.13 未经人人爱健康事先书面同意，不得以任何形式派发股息予各股东（包括于本协议生效前湖南蓝蜻蜓尚未分配的税后利润）；
- 2.1.14 根据人人爱健康的要求，委任由其指定的任何人士出任湖南蓝蜻蜓的董事、监事及高级管理人员；非经人人爱健康事先书面同意或要求，不得撤换湖南蓝蜻蜓的任何董事、监事及高级管理人员；
- 2.1.15 根据人人爱健康的要求，由人人爱健康指定人士保管湖南蓝蜻蜓及/或其子公司的印章，对外使用时，需经人人爱健康同意；
- 2.1.16 不得终止或促使湖南蓝蜻蜓及/或其子公司的管理层团队终止与人人爱健康订立的任何合约协议，包括本协议、《股权质押协议》等，或订立与该等合约协议抵触的任何协议，并应立即终止任何与本协议、《股权质押协议》存在冲突的湖南蓝蜻蜓及/或其子公司重要合约；

2.2 宁远科技在此承诺：

- 2.2.1 未经人人爱健康的事先书面同意，不出售、转让、抵押或以其他方式处置其拥有的湖南蓝蜻蜓的股权的合法权益或受益权益，或允许在其上设置任何其他担保权益，但根据《股权质押协议》在该股权上设置的质押则除外；
- 2.2.2 促使湖南蓝蜻蜓股东大会和/或董事会不批准在未经人人爱健康的事先书面同意的情况下，出售、转让、抵押或以其他方式处置任何宁远科技持有之湖南蓝蜻蜓的股权的合法权益或受益权益或湖南蓝蜻蜓及/或其子公司合法拥有或使用的任何资产，或允许在其上设置任何其他担保权益；但批准根据《股权质押协议》在宁远科技持有之湖南蓝蜻蜓的股权上设置的质押则除外；
- 2.2.3 未经人人爱健康的事先书面同意的情况下，对于湖南蓝蜻蜓与任何第三人合并、合伙、合资或联合，或对任何人进行收购或投资，或对湖南蓝蜻蜓的分立或公司形式变更或湖南蓝蜻蜓注册资本的变更，或湖南蓝蜻蜓的公司章程修改，宁远科技将促成湖南蓝蜻蜓股东大会或董事会不予批准；

- 2.2.4 将发生的或可能发生的任何关于其所拥有的湖南蓝蜻蜓股权的诉讼、仲裁或行政程序应立即通知人人爱健康；未经人人爱健康同意，不得自行和解；
- 2.2.5 为保持其对湖南蓝蜻蜓股权的所有权，签署所有必要或适当的文件，采取所有必要或适当的行动和提出所有必要或适当的控告或对所有索偿进行必要和适当的抗辩；
- 2.2.6 应人人爱健康的要求，委任由其指定的任何人士出任湖南蓝蜻蜓的董事、监事和高级管理人员；非经人人爱健康事先书面同意或要求，不得撤换湖南蓝蜻蜓的任何董事、监事及高级管理人员；
- 2.2.7 未经人人爱健康的事先书面同意的情况下，放弃收取湖南蓝蜻蜓股息的权利（包括于本协议生效前湖南蓝蜻蜓尚未分配的税后利润），并同意及承诺该等未分配的税后利润将保存于湖南蓝蜻蜓用作其营运资金/储备基金，以及将其在本协议签署后收取的股息在依照相关中国法律法规扣除任何相关税项后，剩余部分全部赠予人人爱健康或其委任代表（如有）；
- 2.2.8 确保湖南蓝蜻蜓有效存续，不被终止、清算或解散；
- 2.2.9 促使湖南蓝蜻蜓股东大会或董事会表决赞成本协议规定的被购买股权的转让并应人人爱健康之要求采取其他任何行动；
- 2.2.10 经人人爱健康随时要求，应向被指定人在任何时间无条件地根据本协议的股权购买权立即转让其股权，并将所得收益转让或支付予人人爱健康；
- 2.2.11 对于其转让被购买股权而向人人爱健康收取的股权对价款项，其同意无偿返还给人人爱健康；
- 2.2.12 如果股权购买权由人人爱健康行使，则股权对价应为届时适用的中国法律法规所允许的最低价格，且宁远科技应在获得股权对价款项并依照届时适用的中国法律法规扣除任何相关税项或款项后 10 个工作日内将剩余股权对价款项归还予人人爱健康或其委任代表。
- 2.2.13 如湖南蓝蜻蜓依据中国法律或获人人爱健康的事先书面同意被解散、清算时，确保湖南蓝蜻蜓剩余财产（即在支付清算费用、职工的工资、社会保险费用和法定补偿金，缴纳所欠税款，清偿湖南蓝蜻蜓债务后所剩余的财产）以中国法律允许的最低价格转让给人人爱健康或其指

定的实体或个人，且应确保该等转让不会引致人人爱健康对宁远科技及其债权人，湖南蓝蜻蜓及其债权人负担任何义务。

2.2.14 将依据中国法律并根据相关法律规定缴纳任何税后将以馈赠方式向人人爱健康或其被指定人转让任何盈利、利息、股息或清算所得款项。

2.2.15 严格遵守本协议及宁远科技、湖南蓝蜻蜓与人人爱健康共同或分别签订的其他合同的各项规定，切实履行该等合同项下的各项义务，并避免任何足以影响该等合同的有效性和可执行性的作为/不作为。如果宁远科技对于本协议或《股权质押协议》项下或对人人爱健康的授权委托书中的股权，还留存有任何权利，除非人人爱健康书面指示，否则宁远科技仍不得行使该权利。

3. 陈述和保证

宁远科技和湖南蓝蜻蜓特此在本协议签署之日和每一个转让日向人人爱健康共同及分别陈述和保证如下：

3.1 其具有签订和交付本协议和其为一方的、根据本协议为每一次转让被购买股权而签订的任何转让合同，并履行其在本协议和任何转让合同项下的义务的权力和能力。宁远科技和湖南蓝蜻蜓同意在人人爱健康行使股权购买权时，他们将签署与本协议条款一致的转让合同。本协议和其是一方的各转让合同一旦签署后，构成或将对其构成合法、有效及具有约束力的义务并可按照其条款对其强制执行；

3.2 无论是本协议或任何转让合同的签署和交付还是其在本协议或任何转让合同项下的义务的履行均不会：(a)导致违反任何有关的中国法律；(b)与湖南蓝蜻蜓章程或其他组织文件相抵触；(c)导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；(d)导致违反有关向任何一方颁发的任何许可或批准的授予和/或继续有效的任何条件；或(e)导致向任何一方颁发的任何许可或批准终止或被撤销或附加条件；

3.3 宁远科技对其在湖南蓝蜻蜓拥有的股权拥有良好和可合法出售的所有权，除《股权质押协议》外，宁远科技在上述股权上没有设置任何担保权益；

- 3.4 湖南蓝蜻蜓对所有资产拥有良好和可合法出售的所有权，湖南蓝蜻蜓在上述资产上没有设置任何担保权益；
- 3.5 湖南蓝蜻蜓没有任何未偿还债务，除(a)在其正常的业务过程中发生的合理债务，及(b)已向人人爱健康披露及经人人爱健康书面同意的债务以外；
- 3.6 湖南蓝蜻蜓遵守适用于资产收购的所有法律和法规；
- 3.7 目前没有悬而未决的或构成威胁的与湖南蓝蜻蜓资产有关的或与湖南蓝蜻蜓有关的或与宁远科技持有湖南蓝蜻蜓股权有关的诉讼、仲裁或行政程序。

4. 生效与终止

- 4.1 本协议于各方签署本协议之日生效及受制于第 4.2 条，直至宁远科技持有的湖南蓝蜻蜓股权全部转让给人人爱健康和/或被指定人之日（以工商变更登记完成之日为准）终止，除非人人爱健康通过提前三十（30）日向宁远科技、湖南蓝蜻蜓发出书面通知的方式终止本协议，或各方书面约定终止本协议。
- 4.2 此外，由于人人爱健康受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》(下称“上市规则”)的规定，因本协议项下的交易将构成上市规则内所定义的持续关连交易，而人人爱健康可能需要就有关的关连交易取得独立股东的批准(除非取得香港联合交易所有限公司所给予的有关豁免)，而届时如有关的关连交易未能符合上市规则的有关规定，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。
- 4.3 宁远科技、湖南蓝蜻蜓及人人爱健康承诺，倘若中国法律法规对外国投资者投资湖南蓝蜻蜓所经营业务不再实施限制时，则人人爱健康有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。

5. 管辖法律与争议解决

- 5.1 本协议的订立、效力、解释、履行、修改和终止以及争议解决均适用中国法律。
- 5.2 本协议项下发生的及与本协议有关的任何争议应由各方协商解决，如争议产生后三十(30)日内各方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“仲裁机构”)，依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁机构仲裁的结果是终局性

的，对各方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对湖南蓝蜻蜓的股权或资产（包括但不限于物业权益）裁定赔偿或抵偿人人爱健康因本协议其他方当事人的违约行为而对人人爱健康造成的损失、就有关业务或强制性的资产转移裁定强制救济措施和针对湖南蓝蜻蜓及各股东的清算令。

- 5.3 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或湖南蓝蜻蜓住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于湖南蓝蜻蜓、各股东之股权权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 5.4 除有争议的条款外，在争议的解决期间，本协议其它条款应继续履行。
- 5.5 除各方发生争议的事项外，各方仍应当本着善意的原则按照本协议的规定继续履行各自义务。

6. 违约责任

- 6.1 各方同意并确认，如宁远科技和/或湖南蓝蜻蜓（下称“**违约方**”）实质性地违反本协议项下所作的任何一项约定，或实质性地未履行本协议项下的任何一项义务，即构成本协议项下的违约（下称“**违约**”），人人爱健康有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在人人爱健康书面通知违约方并提出补正要求后十（10）日内仍未补正或采取补救措施的，则人人爱健康有权自行决定选择以下的任一种违约救济方式：(a)终止本协议，并要求违约方给予全部的损害赔偿；(b)要求强制履行违约方在本协议项下的义务，并要求违约方给予全部的损害赔偿；或者(c)按照股权质押协议的约定以质押股权折价、拍卖或者变卖，并以折价、拍卖或者变卖的价款优先受偿，并要求违约方承担由此造成的全部损失。
- 6.2 各方同意并确认，除法律另有强制性规定，宁远科技和/或湖南蓝蜻蜓在任何情况下，均不得以任何理由要求终止本协议。

- 6.3 本协议规定的权利和救济是累积的，并不排斥法律规定的其他权利或者救济。
- 6.4 尽管有本协议其它规定，本条规定的效力不受本协议终止的影响。

7. 税款、费用

每一方应承担根据中国法律因准备和签署本协议和各转让合同以及完成本协议和各转让合同拟定的交易而由该方发生的或对其征收的任何和全部的转让和注册的税、花费和费用。

8. 通知

- 8.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致人人爱健康信息技术(深圳)有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致深圳市宁远科技股份有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致湖南省蓝蜻蜓网络科技有限公司：

住所：长沙市开福区湘雅路街道湘江中路一段 52 号凯乐国际城 9 栋 19 楼

收件人：刘灿

电话：13874973451

- 8.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

9. 保密责任

各方承认及确定有关本协议、本协议内容，以及彼此就准备或履行本协议而交换的任何口头或书面资料均被视为保密信息。各方应当对所有该等保密信息予以保密，而在未得到另一方书面同意前，不得向任何第三者披露任何保密信息，惟下列信息除外：(a)公众人士知悉或将会知悉的任何信息（惟并非由接受保密信息之一方擅自向公众披露）；(b)根据适用法律法规、股票交易规则、政府部门或法院的命令而所需披露之任何信息；(c)由任何一方就本协议所述交易而需向其股东、投资者、法律或财务顾问披露之信息，而该股东、投资者、法律或财务顾问亦需遵守与本条款相类似之保密责任；或(d)因应人人爱健康的母公司为上市申请的需要或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构。如任何一方工作人员或聘请机构的泄密均视为该方的泄密，需依本协议承担违约责任。无论本协议以任何理由终止，本条款仍然生效。

10. 进一步保证

各方同意迅速签署为执行本协议的各项规定和目的而合理需要的或对其有利的文件，以及为执行本协议的各项规定和目的而采取合理需要的或对其有利的进一步行动。

11. 其他

11.1 修订、修改与补充

对本协议作出修订、修改与补充，必须经每一方签署书面协议。

11.2 完整合同

除了在本协议签署后所作出的书面修订、补充或修改以外，本协议构成本协议各方就本协议项下的标的及交易所达成的完整合同，取代在此之前就本协议项下的标的及交易所达成的所有口头或书面的协商、陈述和合同。

11.3 标题

本协议的标题仅为方便阅读而设，不应被用来解释、说明或在其他方面影响本协议各项规定的含义。

11.4 语言

本协议以中文书写，一式【三（3）】份，本协议各方各持一（1）份，具有同等法律效力。

11.5 可分割性

如果本协议有任何一条或多条规定根据任何法律或法规在任何方面被裁定为无效、不合法或不可执行，本协议其余规定的有效性、合法性或可执行性不应因此在任何方面受到影响或损害。各方应通过诚意磋商，争取以法律许可以及各方期望的最大限度内有效的规定取代那些无效、不合法或不可执行的规定，而该等有效的规定所产生的经济效果应尽可能与那些无效、不合法或不可执行的规定所产生的经济效果相似。

11.6 继受者

各方一致同意，本协议对宁远科技、湖南蓝蜻蜓的任何继承人（下称“**继承人**”）具有约束力，宁远科技的继承人均应承担宁远科技于本协议项下的全部权利及义务。如果宁远科技、湖南蓝蜻蜓的继承人违反本协议约定，人人爱健康可针对继承人行使其权利。

11.7 权利转让

未经人人爱健康事先书面同意，宁远科技、湖南蓝蜻蜓不得向任何第三方转让其在本协议下的任何权利及/或义务；宁远科技、湖南蓝蜻蜓在此同意，人人爱健康有权在书面通知宁远科技及/或湖南蓝蜻蜓后，将其在本协议下的任何权利及/或义务全部或部分转让给任何第三方。

11.8 继续有效

各方同意并确认，在宁远科技担任湖南蓝蜻蜓的股东期间，即使宁远科技持有的湖南蓝蜻蜓的股权比例后续发生变动，本协议继续有效。

合同期满或提前终止前因本协议而发生的或到期的任何义务在本协议期满或提前终止后继续有效。

本协议第 5、6、8、9 条和本协议第 11.8 项的规定在本协议终止后继续有效。

11.9 弃权

任何一方可以对本协议的条款和条件作出弃权，但必须经书面作出并经各方签字。一方在某种情况下就其他方的违约所作的弃权不应被视为该方在其他情况下就类似的违约已经对其他方作出弃权。

（以下无正文，为签署页）

独家购买权协议

(本页无正文，为《独家购买权协议》的签署页)

本协议由以下各方于文首之日及地点签署。

人人爱健康信息技术(深圳)有限公司(公章)



法定代表人: 罗宇峰 (签字)

独家购买权协议

（本页无正文，为《独家购买权协议》的签署页）

本协议由以下各方于文首之日及地点签署。

深圳市宁远科技股份有限公司（公章）

法定代表人：



（签字）



（本页无正文，为《独家购买权协议》的签署页）

本协议由以下各方于文首之日及地点签署。

湖南省蓝蜻蜓网络科技有限公司(公章)

法定代表人：彭浩（签字）



人人爱健康信息技术（深圳）有限公司

（作为“质权人”）

及

深圳市宁远科技股份有限公司

（作为“出质人”）

和

湖南省蓝蜻蜓网络科技有限公司

（作为“目标公司”）

之

股权质押协议

日期：2024年5月20日

股权质押协议

本股权质押协议(下称“本协议”)由以下各方于 2024年5月20日在中华人民共和国(下称“中国”)深圳市签订:

- (1) 人人爱健康信息技术(深圳)有限公司(下称“质权人”),一家在中国深圳市依法成立并合法存续的外商投资有限公司,住所为深圳市前海深港合作区南山街道梦海大道 5033 号前海卓越金融中心(一期)8 号楼 408-6;
- (2) 深圳市宁远科技股份有限公司(下称“出质人”),一家在中华人民共和国深圳市依法成立并合法存续的股份有限公司,住所为深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼;
- (3) 湖南省蓝蜻蜓网络科技有限公司(下称“目标公司”或“湖南蓝蜻蜓”),一家在中华人民共和国长沙市依法成立并合法存续的有限责任公司,住所为长沙高新开发区尖山路 39 号长沙中电软件园总部大楼 A276 房。

(本协议中,质权人、出质人和目标公司以下各称“一方”,合称“各方”)

鉴于:

1. 截至本协议签署之日,出质人深圳市宁远科技股份有限公司,一家在中国深圳市依法成立并合法存续的股份有限公司,其持有湖南蓝蜻蜓 70.00%的股权。目标公司系一家在中国长沙市注册成立的有限责任公司。目标公司有意在此确认出质人和质权人在本协议下的权利和义务并就股权质押提供必要的协助;
2. 质权人是一家在中国注册的外商投资有限公司,系拟于香港联合交易所有限公司主板上市的 160 Health International Limited(下称“拟上市公司”)通过其英属维尔京群岛的全资子公司 160 Health Management Limited 在香港的全资子公司 160 Health (HK) Holdings Group Limited 在境内设立的全资控股公司;
3. 本协议各方于 2024年5月20日签署了一份《独家购买权协议》(下称“《独家购买权协议》”),约定在中国法律允许和符合相应条件的情况下,如果质权人根据其独立判断提出购买要求,出质人应根据其要求向质权人和/或其指定的任何其他实体或个人转让其在目标公司中持有的全部或者部分股权;
4. 作为出质人对上述合同项下义务履行以及对担保债务清偿的担保,出质人愿意无条件及不可撤销地将其持有的全部目标公司股权出质给质权人,并赋予质权人第一受偿质押权,且目标公司同意该等股权质押安排。

因此，经各方协商一致，各方商定按照以下条款签订本协议。

1. 定义

除非本协议另有规定，下列词语含义为：

- 1.1 **合同义务：**指出质人和目标公司在本协议及所有控制协议项下所负的所有合同义务。
- 1.2 **担保债务：**指质权人因出质人、目标公司的任何违约事件(如下文定义)而遭受的全部直接、间接、衍生损失和可预计利益的丧失，该等损失的金额依据包括但不限于质权人合理的商业计划和盈利预测及质权人为强制出质人、目标公司执行其合同义务而发生的所有费用。
- 1.3 **交易协议：**指《独家购买权协议》。
- 1.4 **质权：**指出质人根据本协议第 2 条给予质权人的担保物权，即指质权人所享有的，以出质人质押给质权人的股权折价或拍卖、变卖该等股权的价款优先受偿的权利。
- 1.5 **质押股权：**指由出质人于本协议生效时所合法拥有的，并将根据本协议的规定质押给质权人作为其和目标公司履行合同义务之担保的全部目标公司的股权以及根据本协议第 2.6 条增加的出资额而形成的股权。
- 1.6 **违约事件：**指本协议第 4.6 条所指的事件。
- 1.7 **违约通知：**指质权人根据本协议发出的宣布违约事件的通知。
- 1.8 **关联公司：**指就一方而言，指控制该方、受该方控制或与该方受共同控制的任何其他人、企业、信托或非公司组织。在本协议中，“控制”指直接或间接拥有超过所涉及公司各类具表决权的股权 50%及以上或拥有指引或促成指引该公司管理或决策的权力。
- 1.9 **中国法律：**指届时有效的中国宪法、法律、行政法规、地方法规、国务院各部委规章、地方政府规章以及具有法律约束力的规范性文件（包括有权解释机关对上述各项所作的解释或说明，如司法解释等）。
- 1.10 **中国：**指中华人民共和国，仅为本协议之目的，不涉及香港、澳门特别行政区与台湾地区。

2. 股权出质

- 2.1 出质人同意将其合法拥有并有权处分的质押股权按照本协议的约定出质给质权人，作为合同义务的履行及担保债务的偿还的担保。目标公司同意出质人

按照本协议的约定将质押股权出质给质权人。

- 2.2 出质人承诺其将负责在本协议签署之日将本协议项下的股权质押安排(“股权质押”)记载于目标公司的股东名册,同时出质人承诺其将于本协议签署之日将出质人在目标公司的股权出资证明书及股东名册交付质权人保管;出质人及目标公司进一步承诺在本协议签署后质权人要求的合理期限内将本协议项下的股权质押在相关工商行政管理部门办理股权出质设立登记。各方确认,如相关工商行政管理机关在办理股权质押登记中要求明确担保范围涉及的主债权金额,则仅为办理该股权质押登记目的,各方同意将主合同项下的债权金额登记为本金港币 200,000,000.00 元(港币贰亿元整)及相关合同下所有及任何违约责任和损失赔偿金额。为办理股权质押登记目的明确前述债权金额不减损或限制质权人作为被担保人根据相关主合同及本协议享有的所有权利和利益。
- 2.3 在本协议有效期间,除非因质权人的故意或重大过失,对质押股权发生任何价值减少的情况,质权人皆不负任何责任,出质人亦无权对质权人进行任何形式的追索或提出任何要求。
- 2.4 在不违反本协议第 2.3 项约定的前提下,若质押股权有任何价值明显减少的可能,足以危害质权人权利的,出质人同意,质权人可以随时代理出质人拍卖或者变卖质押股权,并与出质人协议将拍卖或者变卖所得的价款用于提前清偿担保债务或者向质权人所在地公证机关提存(由此所发生之任何费用从拍卖或者变卖所得的价款中偿付)。此外,出质人应该提供令质权人满意的其其他财产作为担保。当上述可能导致质押股权有任何价值明显减少的可能,足以危害质权人权利的事件发生时,出质人必须及时通知质权人,并根据质权人的合理要求,采取必要行动解决上述事件或降低其不利影响。否则,因此而导致的直接或间接损失,出质人应当向质权人承担相应的赔偿责任。
- 2.5 当任何违约事件发生时,质权人有权按本协议第 4 条约定的方式处分质押股权。
- 2.6 在质权人事先书面同意的情况下,任何出质人可以受让其他出质人持有的目标公司的股权或认购目标公司新增注册资本。出质人因受让股权或认购目标公司新增注册资本出资额而形成的股权亦属于质押股权。在出质人受让股权或对目标公司增资完成后,出质人及目标公司应立即将变更的股权质押或该新增加股权的质押记载于目标公司的股东名册,并在质权人要求的合理期限内就变更的股权质押或该新增加股权的质押向相关工商行政管理部门办理股权出质变更及/设立登记。

- 2.7 在质权人事先书面同意的情况下，出质人方可就质押股权而分得股息或分红。出质人同意，在质押存续期间，质权人有权收取质押股权所产生的任何股息或分红。目标公司应将该部分款项支付至质权人届时指定的银行账户。

3. 质押的解除

- 3.1 在出质人、目标公司充分、完全并不可撤销地履行了所有的合同义务和清偿了所有的担保债务后，质权人应根据出质人的书面要求，解除本协议下的股权质押，且出质人和目标公司应在目标公司股东名册记载股权质押的变更及解除在相关工商行政管理部门处所作的股权出质设立登记，因解除股权质押而产生的合理费用由出质人和目标公司承担。

4. 质押股权的处分

- 4.1 各方同意，如发生任何违约事件，出质人及/或目标公司在合理期限内或在质权人书面通知出质人及/或目标公司并提出补正要求后质权人要求的合理期限内仍未补正或采取补救措施的，则质权人有权在给予出质人书面通知后，行使其根据中国法律、交易协议及本协议条款而享有的全部违约救济权利和权力（包括但不限于管理其业务的权利及取用收入的权利），包括（但不限于）：
- （1） 要求出质人及/或目标公司立即支付交易协议项下的全部欠款或其他应付款；
 - （2） 质权人拍卖或变卖质押股权以优先受偿；
 - （3） 以质押股权折价清偿担保债务；及/或
 - （4） 质权人在中国法律规定允许的范围内用其他方式来处置质押股权。
- 质权人有权依据其独立判断选择行使任何上述权利。在此情况下，本协议的其他各方应无条件地给予全力配合。质权人对其合理行使该等权利和权力造成的任何损失不负责任。
- 4.2 质权人有权以书面方式指定其律师或其他代理人行使其上述的任何及所有权利和权力，出质人或目标公司对此均不得提出异议。
- 4.3 对于质权人在行使上述任何或全部权利和权力时所产生的合理费用，质权人有权从其行使权利和权力而获得的款项中按照实际发生的数额扣除该等费用。
- 4.4 质权人行使其在本条项下的权利和权力所获得的款项，应按下列次序处理：
- （1） 支付因处分质押股权和质权人行使其权利和权力而产生的一切费用（包括支付其律师的律师费和代理人的酬金）；

(2) 支付因处分质押股权而应缴的税费;

(3) 向质权人偿还担保债务。

扣除上述款项后尚有剩余的, 质权人应将剩余之款项交还出质人或根据有关中国法律的规定对该款项享有权利的其他人或者向质权人所在地公证机关提存(由此所发生之任何费用从余款中支付)。

4.5 质权人有权选择同时或先后行使其享有的任何违约救济, 质权人在行使本协议项下的拍卖或变卖质押股权的权利前, 无须先行使其其他违约救济。

4.6 为本协议的目的, 下列任一事件均被视为违约事件:

- (1) 指任何出质人对其在《独家购买权协议》及/或本协议项下的任何合同义务的违反或不能履行, 目标公司对其在《独家购买权协议》及/或本协议项下的任何合同义务的违反或不能履行;
- (2) 出质人本身对外的任何借款、担保、赔偿、承诺或其他偿债责任(a)因违约被要求提前偿还或履行; 或(b)已到期但不能如期偿还或履行, 致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- (3) 出质人不能偿还一般债务或其他欠债;
- (4) 因有关法律颁布使得本协议不合法或出质人不能继续履行本协议项下的义务;
- (5) 如果本协议可被执行或使之合法或生效所需之政府部门同意、许可、批准或授权被撤回、终止、失效或有实质性修改;
- (6) 出质人因其所拥有的财产出现不利变化, 致使质权人认为出质人履行本协议项下的义务的能力已受到影响;
- (7) 按有关中国法律规定质权人不能行使及/或处分质权的其他情况。

5. 费用及开支

5.1 一切与本协议项下股权质押的设立有关的实际开支, 其中包括(但不限于)印花税、任何其他税收及全部法律费用等, 应全部由出质人承担, 如中国法律规定由质权人承担且质权人已缴付相关税费的, 出质人应向质权人就质权人已缴付的税费给予足额补偿。

6. 持续性及不弃权

6.1 本协议项下设立的股权质押是一项持续的保证, 其有效性应延续至合同义务被完全履行及/或担保债务被完全清偿时止。质权人对出质人任何违约的豁免、宽限或质权人延迟行使其在交易协议及本协议项下的任何权利, 均不能

影响质权人在本协议和有关中国法律和交易协议项下，在以后任何时候要求出质人、目标公司严格执行交易协议及本协议的权利或质权人因出质人、目标公司随后违反交易协议及/或本协议而享有的权利。

7. 出质人陈述和保证

出质人向质权人陈述及保证如下：

- 7.1 作为出质人的宁远科技是根据其注册地法律适当注册并合法存续的有限责任公司及/或有限合伙企业，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 7.2 出质人向质权人在本协议生效前提供的，有关出质人的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实、正确、准确和完整的。
- 7.3 出质人向质权人在本协议生效后及有效期间提供的，有关出质人的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实和正确、准确和完整的。
- 7.4 在本协议生效时，出质人是质押股权的所有合法所有权人，没有任何现存的有关质押股权所有权的争议。出质人有权处分质押股权及其任何部份。
- 7.5 除因本协议而在质押股权上设定的担保权益及交易协议项下所设定的权利外，质押股权上没有任何其他担保权益或第三人的权益及其他任何限制，也不存在与质押股权相关的应付而未付的税赋、费用。
- 7.6 质押股权系可以依法出质和转让的，且出质人有充分的权利和权力依本协议的规定将质押股权出质给质权人。
- 7.7 本协议经出质人适当签署并根据本协议条款生效后，对出质人构成合法、有效和具有约束力的义务。
- 7.8 除需向工商行政管理部门办理的股权出质设立登记外，就本协议的签署和履行及本协议项下之股权质押生效须获得的任何第三方的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)已经获得或得到办理，并将在本协议有效期内充分、持续有效。
- 7.9 出质人之签署和履行本协议与其适用的所有法律、以其为一方的或对其资产有约束力的任何协议、任何法院判决、任何仲裁机关的裁决、任何行政机关的决定并无违反或抵触。
- 7.10 本协议项下的质押构成对质押股权的第一顺序的担保权益。

- 7.11 因质押股权的取得而应缴付的所有税收和费用已由出质人全额缴付。
- 7.12 在任何法院或仲裁庭均没有针对出质人、或其财产、或质押股权的未决的或就出质人所知有威胁的诉讼、法律程序或请求，同时在任何政府机构或行政机关亦没有任何针对出质人、或其财产、或质押股权的未决的或就出质人所知有威胁的诉讼、法律程序或请求，将对出质人的经济状况或其履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。
- 7.13 出质人兹向质权人保证上述陈述及保证在合同义务被全部履行及/或担保债务被完全清偿前的任何时候的任何情形下，都将是真实、正确、准确和完整的，并将被完全地遵守。

8. 目标公司陈述和保证

目标公司向质权人陈述及保证如下：

- 8.1 目标公司是根据中国法律适当注册并合法存续的有限责任公司，具有完全、独立的法律地位和法律能力签署、交付并履行本协议，可以独立地作为一方诉讼主体。
- 8.2 目标公司向质权人在本协议生效前提供的，有关质押股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在本协议生效时都是真实、正确、准确和完整的。
- 8.3 目标公司向质权人在本协议生效后及有效期间提供的，有关质押股权的及本协议要求的所有事项的一切报告、文件及信息在所有实质方面在提供时都是真实、正确、准确、完整和有效的。
- 8.4 本协议经目标公司适当签署并根据本协议条款生效后，对目标公司构成合法、有效和具有约束力的义务。
- 8.5 其拥有签订和交付本协议及其他所有与本协议所述交易有关的、其将签署的文件的目标公司内部的完全权力和授权，其拥有完成本协议所述交易的完全权力和授权。
- 8.6 在任何法院或仲裁庭均没有针对质押股权、目标公司或其资产（包括但不限于其持有的任何业务资源、重大客户资源和/或其他公司的股权或类似权益，下同）的未决的或就目标公司所知有威胁的诉讼、法律程序或请求，同时在任何政府机构或行政机关亦没有任何针对质押股权、目标公司或其资产的未决的或就目标公司所知有威胁的诉讼、法律程序或请求，将对目标公司的经济状况或出质人履行本协议项下之义务和担保责任的能力有重大的或不利的的影响。

- 8.7 目标公司兹同意就出质人在本协议第 7.4 条、第 7.5 条、第 7.6 条、第 7.8 条、第 7.10 条、第 7.11 条、第 7.12 条及第 7.13 条项下所作的陈述及保证向质权人承担连带责任。
- 8.8 目标公司兹向质权人保证上述陈述及保证在合同义务被全部履行及/或担保债务被完全清偿前的任何时候的任何情形下，都将是真实、正确、准确和完整的，并将被完全地遵守。

9. 出质人承诺

出质人兹向质权人承诺如下：

- 9.1 未经质权人的事先书面同意，出质人不得在质押股权和/或目标公司关联公司的股权上设立或允许设立任何新的质押或其它任何担保权益或其他第三方权利，否则该等质押或其他任何担保权益无效。
- 9.2 未经事先书面通知质权人并获得其事先书面同意，出质人不得将质押股权和/或目标公司关联公司的股权转让，出质人的所有拟转让质押股权和/或目标公司关联公司股权的行为无效。经质权人书面同意的股权转让，出质人应首先将转让质押股权所得价款用于提前向质权人清偿担保债务或向与质权人约定的第三人提存。
- 9.3 当有任何法律诉讼、仲裁或其它请求发生，而可能会对出质人或质权人在交易协议及本协议项下的利益或质押股权有不利影响时，出质人保证将尽快和及时地书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对质押股权的质押权益。
- 9.4 出质人不得进行或容许任何可能会对质权人在交易协议及本协议项下的权利或质押股权有不利影响之行为或行动，包括但不限于向任何第三方提供借款或承担任何债务。出质人在此不可撤销地放弃质权人实现质权时的优先购买权。
- 9.5 出质人及目标公司在本协议签署后的质权人要求的合理期限内将本协议项下的股权质押在相关工商行政管理部门办理股权出质设立登记，并且出质人及目标公司保证根据质权人的合理要求，采取一切必要措施及签署一切必要文件(包括但不限于本协议的补充协议)，以确保质权人对质押股权的质押权益及该等权利的行使和实现。
- 9.6 如果由于本协议项下质权的行使而引起任何质押股权的转让，出质人保证采取一切措施以实现该等转让。
- 9.7 出质人确保为本协议的签订、质权的设定以及质权的行使之目的而召开的

目标公司的股东大会、董事会的会议召集程序、表决方式与内容不违反法律、行政法规或者目标公司章程。

- 9.8 在合同义务被履行完毕且担保债务被悉数清偿完毕前，出质人不得放弃其持有的根据本协议所质押给质权人的股权，和/或放弃因持有上述质押股权所产生的孳息，包括但不限于股息、红利、送配股。
- 9.9 在合同义务被履行完毕且担保债务被悉数清偿完毕前，未经质权人事先书面同意，出质人不得通过任何决议同意目标公司转让、出售或以任何其他方式处置其任何的资产。
- 9.10 在合同义务被履行完毕且担保债务被悉数清偿完毕前，质权人有权收取因该等质押股权而产生的法定孳息，包括但不限于股息、红利及送配股；出质人应在接获质权人的书面要求后将该等孳息存入质权人书面指定的账户，或用来提前清偿担保债务；存入质权人书面指定账户的上述孳息，未经质权人书面同意，出质人不得支取。
- 9.11 如质押股权涉及任何财产保全或强制执行，或质押股权发生价值减少或灭失等严重影响出质人履行其在本协议项下义务的情形，出质人应立即将该等情形书面通知质权人，并配合质权人采取有效措施保障质权人的权利和利益，包括但不限于提供额外的财产以作担保或质押。
- 9.12 若任何第三方对质押股权发生权属争议，或者质权人的质权受到或可能受到来自任何第三方的其他不利影响时，出质人应立即书面通知质权人，并应当配合质权人采取有关措施。
- 9.13 如发生针对出质人或质押股权的任何民事或刑事诉讼或行政诉讼或仲裁或任何其他法律程序，或者出质人所知将面临上述任何诉讼、仲裁或其他法律程序的威胁，出质人应立即将该等情形及其应变方案书面通知质权人。
- 9.14 如根据适用中国法律，对本协议的任何修订、补充或更新必须在完成相应的质押变更审批和/或登记手续后才能生效，出质人应在完成该等修订、补充或更新之日起质权人要求的合理期限内相关工商行政管理部门办理该等变更登记手续。
- 9.15 出质人承诺放弃收取本协议生效以前的尚未分配的目标公司的税后利润，并同意及承诺该等未分配的税后利润将保存于目标公司用作其营运资金/储备基金。
- 9.16 在符合中国相关法律法规规定的条件下，本协议项下的股权质押系持续担保，在本协议存续期间保持完全有效，即使出质人或目标公司资不抵债、清算、丧失行为能力或发生组织或地位变化，或各方之间发生任何资金冲抵，

或发生其他任何事件，本协议项下股权质押均不受影响。

- 9.17 未经事先书面通知质权人并获得其事先书面同意，出质人不得要求并促使股东大会同意增加或减少目标公司注册资本，出质人的所有拟改变目标公司注册资本的行为无效。
- 9.18 若出质人收到主管部门就质押发出的通知、命令或建议，有关出质人须于收到通知、命令或建议后的5个工作日内向质权人告知该等通知、命令或建议，并须遵从该等通知、命令或建议行事，或在质权人合理要求或同意下提出反对。
- 9.19 出质人各自己同意及已促使其直接股东、最终股东(或实际控制人)、董事、继任人、代理及信托人作出一切适当的安排及签署一切必要的文件，以确保一旦发生(i)合并、分拆、解散、清盘、注销或吊销营业许可或转让权益；(ii)控股股东或实际控制人变动；(iii)身故、失去工作能力、离异及/或出现可能影响相关出质人行使其权利的其他任何情况，相关出质人的清盘人、债权人、承让人、继任人、代理或信托人将继续履行协议的责任。

10. 目标公司承诺

- 10.1 若就本协议的签署和履行及本协议项下之股权质押须获得任何第三人的同意、许可、弃权、授权或任何政府机构的批准、许可、豁免或向任何政府机构办理的登记或备案手续(如依法需要)，则目标公司将尽力协助取得并保持其在本协议有效期内充分有效。
- 10.2 未经质权人的事先书面同意，目标公司将不会设置或协助或允许在质押股权和/或目标公司关联公司股权上设立任何新的质押或其它任何担保权益或第三方权利。
- 10.3 未经质权人的事先书面同意，目标公司将不会转让或协助或允许将质押股权和/或目标公司关联公司的股权转让，否则所有转让的行为无效。
- 10.4 未经质权人的事先书面同意，目标公司将不会转让、出售和以任何其他方式处置其和/或目标公司关联公司任何的资产。
- 10.5 当有任何法律诉讼、仲裁或其它请求发生，而可能会对目标公司、质押股权或质权人在交易协议及本协议项下的利益有不利影响时，目标公司保证将尽快和及时地书面通知质权人，并根据质权人的合理要求，采取一切必要措施以确保质权人对质押股权的质押权益。
- 10.6 目标公司不得进行或容许任何可能会对质权人在交易协议及本协议项下的利益或质押股权有不利影响之行为或行动，包括但不限于受第9条限制的

任何行为和行动。

- 10.7 在本协议有效期内，未经质权人事先书面同意，目标公司不得改变或支持任何股东去改变目标公司现有的股权结构及/或更改其现有业务性质和/或经营范围；目标公司确保其关联公司不得改变或支持任何股东去改变其关联公司现有的股权结构及更改其关联公司现有业务性质和/或经营范围。
- 10.8 除非获得质权人的书面同意，目标公司不会向出质人分配或分派本协议生效前目标公司尚未分配的税后利润。
- 10.9 在符合中国相关法律法规规定的条件下，本协议项下的股权质押系持续担保，在本协议存续期间保持完全有效，即使出质人或目标公司资不抵债、清算、丧失行为能力或发生组织或地位变化，或各方之间发生任何资金冲抵，或发生其他任何事件，本协议项下股权质押均不受影响。

11. 情势变更

- 11.1 作为补充，并且不与交易协议及本协议的其它条款相违背，如果在任何时候，由于任何中国法律、法规或规章的颁布或改变，或由于对该等法律、法规或规章的解释或适用的改变，或由于有关登记程序的改变，致使质权人认为维持本协议生效、维持本协议项下的质权有效及/或以本协议规定的方式处分质押股权变为不合法或与该等法律、法规或规章相违背时，出质人和目标公司应立即按质权人的书面指令，并根据质权人的合理要求，采取任何行动，和/或签署任何协议或其他文件，以：
- (1) 保持本协议及本协议项下的质权有效；
 - (2) 便利以本协议规定的方式处分质押股权；和/或
 - (3) 维持或实现本协议设立的或意图设立的担保。

12. 本协议之生效和期限

- 12.1 本协议自各方签署之日起生效。出质人及目标公司应在本协议签署后的当日将本协议项下的股权质押依法记载于目标公司的股东名册，并且应在本协议签署后质权人要求的合理期限内将本协议项下的股权质押在相关工商行政管理部门办理股权出质设立登记，但因不可归责于出质人的原因未能及时获得办理，则不视为出质人违约。
- 12.2 出质人应在本协议生效后根据质权人的要求将工商行政管理部门签发且已加盖出质登记专用章的出质登记通知书以质权人满意的形式提供给质权人。
- 12.3 受制于第 12.4 条，本协议的期限自本协议签署之日起至合同义务被完全履行

且担保债务被完全清偿时，或各出质人已根据《独家购买权协议》转让其于目标公司的股权予质权人及/或其指定人士，或交易协议失效或终止（以时间较晚者为准）为止，除非质权人通过提前三十（30）日向出质人发出书面通知的方式终止本协议。

- 12.4 由于质权人受制于香港联合交易所有限公司的《香港联合交易所有限公司证券上市规则》(下称“上市规则”)的规定，本协议项下的交易将构成上市规则内所定义的持续关连交易，而质权人可能需要就有关的关连交易取得独立股东的批准(除非取得香港联合交易所有限公司所给予的有关豁免)，而届时如有有关的关连交易未能符合上市规则的有关规定，则质权人有权随时单方面立即终止本协议，且无需就其单方面终止本协议的行为承担任何违约责任。
- 12.5 即使出质人持有的目标公司的股权比例后续发生变动，本协议继续有效。

13. 通知

- 13.1 本协议要求的或根据本协议做出的任何通知、请求、要求和其他通信往来应以书面形式送达有关方，任何一方变更通讯地址，须提前七个工作日通知其他方。

致质权人： 人人爱健康信息技术(深圳)有限公司

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

传真：

致深圳市宁远科技股权有限公司：

住所：深圳市南山区南山街道东滨路 4078 号永新时代广场 2 号楼 11-12 楼

收件人：谢小倩

电话：15619252586

致湖南省蓝蜻蜓网络科技有限公司：

住所：长沙市开福区湘雅路街道沿江大道 326 号凯乐国际二期 9 栋 19 楼

收件人：刘灿

电话：13874973451

- 13.2 上述通知或其它通信如以传真或电传形式发送，则一经发出即视为送达；如当面送递，则一经面交即视为送达；如以邮寄形式发送，则在投邮五(5)日后即视为送达。

14. 其他事项

- 14.1 出质人及目标公司同意，在不与届时中国法律相违背的情况下，在质权人通知出质人及目标公司后，质权人即可以以任何方式以及其认为适当的条款和条件（包括再委派的权利），将其在本协议、交易协议及其他担保文件项下其可行使的任何权利委派或转让给任何第三方行使；但出质人或目标公司未取得质权人事先书面同意，不得将其在本协议项下的权利、义务或责任转让给任何第三方。出质人和目标公司的继受人或经许可的受让人(如有)须继续履行出质人和目标公司在本协议项下各自的义务。
- 14.2 质权人在根据本协议的约定行使其对质押股权的质权时所自行认定的担保债务的金额应作为本协议项下担保债务的终局性证据。
- 14.3 本协议为一份独立于交易协议及其他担保文件的法律文件，交易协议或其他担保文件无效均不影响本协议项下各方的权利和义务，若交易协议或其他担保文件被宣告无效，但出质人仍存在尚未履行的合同义务或仍欠付质权人担保债务时，本协议项下的质押股权仍应作为担保债务的质押担保，直至出质人完全履行合同义务并清偿全部担保债务为止。
- 14.4 本协议用中文书写，正本一式【五（5）】份，本协议之各方各执一（1）份，剩余两份用以办理股权质押登记手续。
- 14.5 本协议的订立、生效、履行、修改、解释和终止均适用中国法律。
- 14.6 本协议项下发生的及与本协议有关的任何争议应由双方协商解决，如争议产生后三十(30)日内双方无法达成一致意见的，则任何一方均可将有关争议提交华南国际经济贸易仲裁委员会（深圳国际仲裁院）(下称“**仲裁机构**”)，依据提交仲裁时仲裁机构有效的仲裁规则在中国深圳市进行仲裁，仲裁语言为中文，仲裁庭由三名仲裁员组成（双方各指定一名仲裁员，第三名仲裁员（即首席仲裁员）由深圳国际仲裁院院长指定）。仲裁的结果是终局性的，对双方均有约束力。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对目标公司的股权或资产（包括但不限于物业权益）裁定赔偿或抵偿质权人因本协议其他方当事人的违约行为而对质权人造成的损失、就有关业务或强制性

的资产转移裁定强制救济措施和针对目标公司及质权人的清算令。

- 14.7 在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求颁布及/或执行仲裁裁决和临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，双方达成共识在不违反适用法律的前提下，香港法院、拟上市公司注册成立地法院、中国法院和拟上市公司或湖南蓝蜻蜓住所地或主要资产所在地的法院均应被视为具有管辖权，并同样有权授予或执行仲裁庭的裁决并对于目标公司及质权人之股权权益、资产（包括但不限于物业权益）有权裁定或执行临时救济，亦有权在等待组成仲裁庭期间或其他适当情形下作出裁定或判决给予提起仲裁的一方以临时救济，以支持仲裁的进行。
- 14.8 本协议任何条款赋予各方的任何权利、权力和补救并不能排除该方依据法律规定及本协议项下其它条款所享有的其它任何权利、权力或补救，且一方对其权利、权力和补救的行使并不排除该方对其享有的其它权利、权力和补救的行使。
- 14.9 一方不行使或延迟行使其根据本协议或法律享有的任何权利、权力和补救(以下称“该方权利”)将不会导致对该方权利的放弃，并且，任何单个或部分该方权利的放弃亦不排除该方对该方权利以其他方式的行使以及其他该方权利的行使。
- 14.10 本协议各条的标题仅为索引而设，在任何情况下，该等标题不得用于或影响对本协议条文的解释。
- 14.11 本协议的每一条款均可分割且独立于其他每一条款，如果在任何时候本协议的任何一条或多条条款成为无效、不合法或不能执行，本协议其他条款的有效性、合法性和可执行性并不因此而受到影响。
- 14.12 本协议的任何修改、补充必须以书面形式进行，除质权人根据第 14.1 条的规定转让其在本协议项下的权利外，本协议的修改、补充须由本协议各方签署后方能生效。
- 14.13 本协议对出质人及/或目标公司的任何继承人（或权利义务继受者）具有约束力，出质人及/或目标公司的任何继承人（或权利义务继受者）均应承担其于本协议中的全部权利及义务。如果出质人及/或目标公司的任何继承人（或权利义务继受者）违反本协议约定，质权人可针对该继承人（或权利义务继受者）行使其于本协议项下的权利。
- 14.14 出质人及目标公司同意质权人或其母公司可因为其上市申请或上市前的私募融资需要而就本协议作出披露或提供本协议副本予相关人士及/或机构。

(以下无正文，为签署页)

股权质押协议

（本页无正文，为《股权质押协议》的签署页）

本协议由以下各方于文首之日签署：

质权人：人人爱健康信息技术（深圳）有限公司（公章）



法定代表人： 罗宁雄 （签字）

股权质押协议

（本页无正文，为《股权质押协议》的签署页）

本协议由以下各方于文首之日签署：

出质人：深圳市宁远科技股份有限公司（公章）



法定代表人：_____（签字）

A handwritten signature in black ink, consisting of a stylized 'N' followed by a horizontal line, positioned over the signature line of the legal representative.

股权质押协议

（本页无正文，为《股权质押协议》的签署页）

本协议由以下各方于文首之日及地点签署。

目标公司：湖南省蓝蜻蜓网络科技有限公司（公章）

法定代表人： 彭浩 （签字）



DATED 7 SEPTEMBER 2025

160 HEALTH INTERNATIONAL LIMITED
(健康 160 国际有限公司)

THE CONTROLLING SHAREHOLDERS
(WHOSE NAMES APPEAR IN SCHEDULE 1)

SHENWAN HONGYUAN CAPITAL (H.K.) LIMITED

ZERO2IPO CAPITAL LIMITED

SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED

ZERO2IPO SECURITIES LIMITED

AND

THE HONG KONG UNDERWRITERS
(WHOSE NAMES APPEAR IN SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially
3,364,750 Shares with a nominal value of US\$ 0.000002 each in the share capital of
160 Health International Limited
(健康 160 国际有限公司)
being part of a global offering of initially
33,645,500 Shares (subject to the Over-Allotment Option)

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**THIS AGREEMENT is made on 7 September 2025
AMONGST:**

- (1) **160 HEALTH INTERNATIONAL LIMITED (健康160 国际有限公司)**, a company incorporated in the Cayman Islands whose registered address is at Osiris International Cayman Limited, Suite #4-210, Governors Square, 23 Lime Tree Bay Avenue, PO Box 32311, Grand Cayman, KY1-1209, Cayman Islands and place of business in Hong Kong is at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong the “**Company**”);
- (2) **THE PERSONS** whose names and addresses are set out in Schedule 1 (together, the “**Controlling Shareholders**” and each a “**Controlling Shareholder**”);
- (3) **SHENWAN HONGYUAN CAPITAL (H.K.) LIMITED** of Level 6, Three Pacific Place, 1 Queen’s Road East, Hong Kong (“**SWHY Capital**”);
- (4) **ZERO2IPO CAPITAL LIMITED** of Unit No. 1506B, Level 15, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (“**Zero2IPO Capital**”);
- (5) **SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED** of Level 6, Three Pacific Place, 1 Queen’s Road East, Hong Kong (“**SWHY Securities**”);
- (6) **ZERO2IPO SECURITIES LIMITED** of Unit No. 1506B, Level 15, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (“**Zero2IPO Securities**”); and
- (7) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in Schedule 2 (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

RECITALS:

- (A) The Company was incorporated in the Cayman Islands as an exempted company with limited liability on 31 January 2022. As of the date hereof, the Company has an authorized share capital of US\$50,000 divided into 5,000,000,000 Shares with a nominal value of USD0.00001 each. At a shareholders meeting held on 3 September 2025, shareholders resolutions were passed, pursuant to which a share subdivision was approved and resolved where the authorized share capital of the Company will be subdivided from USD50,000 divided into 5,000,000,000 shares with a nominal value of USD0.00001 each to USD50,000 divided into 25,000,000,000 shares with a nominal value of USD0.000002 each, with effect immediately prior to the Listing (“**Share Subdivision**”).
- (B) As of the date hereof, Mr. Luo Ningzheng (“**Mr. Luo**”), through his wholly-owned companies (LNZ Management Limited and Luo Holdings Limited), controlled approximately 33.99% of the voting power at general meetings of the Company; and (ii) pursuant to the Voting Deed (as defined in the Hong Kong Prospectus), Mr. Luo controlled approximately 3.87% of the voting power at general meeting of the Company. Immediately following the completion of the Share Subdivision and the Global Offering (assuming the Over-allotment Option is not exercised and no Shares are issued under the Pre-IPO Share Option Scheme (as defined in the Hong Kong Prospectus)), Mr. Luo, through his wholly-owned companies (LNZ Management Limited and Luo Holdings Limited) and the Voting Deed, will be able to control an aggregate of approximately 34.08% of the issued share capital of the Company. Therefore, Mr. Luo together with LNZ Management Limited and Luo Holdings Limited will be the Controlling Shareholders (the “**Controlling Shareholders**”) after the Listing.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell Shares to the public in Hong Kong in the Hong Kong Public Offering; and will concurrently

offer and sell Shares outside of the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act of 1933.

- (D) SWHY Capital and Zero2IPO Capital have been appointed as the Joint Sponsors. SWHY Securities has been appointed as the Sponsor-OC. SWHY Securities and Zero2IPO Securities have been appointed as the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs in connection with the Global Offering. SWHY Securities, Zero2IPO Securities, ABCI Capital Limited (acting as the Joint Bookrunner but not as a Joint Lead Manager), ABCI Securities Company Limited (acting as the Joint Lead Manager but not as a Joint Bookrunner), BOCI Asia Limited, Eddid Securities and Futures Limited, Innovation Securities Co., Limited, Sun Securities Limited, South China Securities Limited, Zhongtai International Securities Limited, Livermore Holdings Limited, uSMART Securities Limited and Valuable Capital Limited have been appointed as the Joint Bookrunners, the Joint Lead Managers and the CMIs in connection with the Global Offering.
- (E) The Joint Sponsors have made an application on behalf of the Company to the Listing Division of the SEHK for the listing of, and permission to deal in the Shares on the Main Board of SEHK (including any additional Shares to be issued pursuant to any exercise of the Over-Allotment Option).
- (F) 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 of this Agreement.
- (G) Each of the Warrantors have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.
- (H) The Company has appointed Harneys Fiduciary (Cayman) Limited to act as its principal share registrar and transfer office in the Cayman Islands and Computershare Hong Kong Investor Services Limited to act as its HK Share Registrar for the Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited to act as the receiving bank (the “**Receiving Bank**”) for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the nominee (the “**Nominee**”) to hold the application monies under the Hong Kong Public Offering.
- (J) The Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) 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) at their sole and absolute discretion, to require the Company to allot and issue up to an additional 5,046,750 Shares, representing approximately 15% of the Offer Shares initially available under the Global Offering, subject to and on the terms of the International Underwriting Agreement.
- (L) At a meeting of the board of Directors of the Company held on 3 September 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and any Director was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

- (M) The Company has received the filing notice from the CSRC on 23 September 2024 in relation to the Company to apply for the listing of the Shares on the SEHK.

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 September 12, 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 Shares on the SEHK (including any additional Shares to be issued pursuant to any exercise of the Over-Allotment Option);

“Affiliate” means in relation to any person, means any other person which is the holding company of such person, or which is a subsidiary of such person or of the holding company of such person, or which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person and, 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 **“controlling”, “controlled by”** and **“under common control with”** shall be construed accordingly;

“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;

“Analyst Presentation Materials” means all information and documents issued, given or presented in the syndicate research analyst presentations conducted by the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company;

“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 15 December 2023, 31 October 2024 and 27 June 2025;

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

“Articles of Association” means the articles of association of the Company conditionally approved by the shareholders of the Company at the general meeting of the Company on 3 September 2025, which will become effective upon the Listing Date;

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

“Board” means the board of Directors;

“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 any day (other than a Saturday, Sunday or public holiday) in Hong Kong on which banks in Hong Kong are open generally for normal banking business to the public;

“Capital Market Intermediaries” or **“CMI(s)”** means SWHY Securities, Zero2IPO Securities, ABCI Capital Limited (acting as a Joint Bookrunner), ABCI Securities Company Limited (acting as a Joint Lead Manager), BOCI Asia Limited, Eddid Securities and Futures Limited, Innovation Securities Co., Limited, Sun Securities Limited, South China Securities Limited, Zhongtai International Securities Limited, Livermore Holdings Limited, uSMART Securities Limited and Valuable Capital Limited;

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

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

“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 (WUMP) 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 4;

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

“CSRC” means the China Securities Regulatory Commission of the PRC;

“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 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“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 31 March 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 30 January 2024 pursuant to Article 13 of the CSRC Filing Rules;

“CSRC Filing(s)” means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Rules” means the CSRC Archive Rules and the CSRC Filing Rules;

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

“Disclosure Package” shall have the meaning ascribed thereto in the International Underwriting Agreement;

“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;

“Extreme Conditions” means the occurrence of “extreme conditions” as announced by any government authority of Hong Kong due to serious disruption of public transport services, extensive flooding, major landslides, large-scale power outage or any other adverse conditions before Typhoon Signal No. 8 or above is replaced with Typhoon Signal No. 3 or below;

“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;

“FINI” means Fast Interface for New Issuance, a software platform developed by HKSCC to manage the listing settlement process;

“FINI Agreement” means the FINI agreement dated 2 September 2025 entered into between the Company and the HKSCC;

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

“Formal Notice” means the press announcement in the 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, its subsidiaries and the Consolidated Affiliated Entities (as defined in the Hong Kong Prospectus);

“**HKEX Guide**” means the “Guide for New Listing Applicants” published by the Stock Exchange and effective on 1 January 2024, as amended, supplemented or otherwise modified from time to time;

“**HK Share Registrar**” means Computershare Hong Kong Investor Services Limited;

“**HK\$**” or “**Hong Kong dollars**” or “**HKD**” 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 3,364,750 Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12, as applicable;

“**Hong Kong Prospectus**” means the prospectus in the agreed form, relating to the Hong Kong Public Offering, to be issued by the Company and all amendments or supplements thereto;

“**Hong Kong Prospectus Date**” means the date of issue of the Hong Kong Prospectus, which is expected to be on or about 9 September 2025;

“**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 in compliance with the terms of the Hong Kong Public Offering Documents;

“**Hong Kong Public Offering Documents**” means the Hong Kong Prospectus;

“**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;

“**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, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in **Schedule 2** to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **Schedule 2**;

“**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 6.1;

“Indemnified Parties” means (i) the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates and Affiliates, their respective delegates referred to in Clause 3.4; (iii) their respective representatives, partners, directors, officers, shareholders, employees, agents and advisers; (iv) all representatives, partners, directors, officers, shareholders, employees and 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 Parties” has the meaning ascribed to it in Clause 12.1;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., the independent industry consultant for the Company;

“Internal Control Consultant” means the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;

“International Offer Shares” means 30,280,750 Shares initially being 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 conditional placing of the International Offer Shares at the Offer Price outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Final Offering Circular;

“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 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 Controlling Shareholder, 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 SWHY Securities, Zero2IPO Securities, ABCI Capital Limited, BOCI Asia Limited, Eddid Securities and Futures Limited, Innovation Securities Co., Limited, Sun Securities Limited, South China Securities Limited, Zhongtai International Securities Limited, Livermore Holdings Limited, uSMART Securities Limited and Valuable Capital Limited, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means SWHY Securities and Zero2IPO Securities, being the joint global coordinators of the Global Offering;

“Joint Lead Managers” means SWHY Securities and Zero2IPO Securities, ABCI Securities Company Limited, BOCI Asia Limited, Eddid Securities and Futures Limited, Innovation Securities Co., Limited, Sun Securities Limited, South China Securities Limited, Zhongtai International Securities Limited, Livermore Holdings Limited, uSMART Securities Limited and Valuable Capital Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means SWHY Capital and Zero2IPO Capital, being the joint sponsors to the Global Offering;

“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 Shares commence trading on the Main Board of the SEHK (which is expected to be on 17 September 2025);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the listing decisions, guides, guidelines and other requirements of the SEHK;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“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, taken as a whole. **“Material Adverse Effect”** shall be construed accordingly;

“Nominee” has the meaning ascribed to it in the Recitals, in whose name the application monies are to be held by the Receiving Bank under the Receiving Bank Agreement;

“Offer Price” means the respective final price per Share (exclusive of the Brokerage, the Trading Fee, the Transaction Levy and 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 Related Documents” has the meaning ascribed to it in Clause 11.1.2;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares;

“Offering Documents” means the Hong Kong Public Offering Documents, International Offering Documents and any other announcement, documents, materials, communications or information 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, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto;

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

“Option Shares” means up to 5,046,750 additional Shares to be issued by the Company pursuant to the Over-allotment Option at the Offer Price;

“Over-allotment Option” means the option 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 5,046,750 additional Shares as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement, if any, and /or the obligations of the Stabilizing Manager to return securities borrowed under the Stock Borrowing Agreement;

“Overall Coordinators” means SWHY Securities and Zero2IPO Securities, the overall coordinators (as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions) of the Global Offering;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on 4 September 2025, as amended or supplemented by and amendment or supplement thereto posted on 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 only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular dated 9 September 2025 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 the agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering in accordance with Clause 2.5, which is expected to be on or about 15 September 2025;

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

“Receiving Bank” has the meaning ascribed to it in the Recitals, being the Receiving Bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

“Receiving Bank Agreement” means the agreement dated 5 September 2025 entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators and

the Nominee for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

“Registrar Agreement” means the agreement dated 8 August 2023 entered into between the Company and the HK Share Registrar for the appointment of the HK Share Registrar;

“Renminbi” and **“RMB”** mean Renminbi, the lawful currency of the PRC;

“Reporting Accountant” means PricewaterhouseCoopers, Certified Public Accountants, 22/F, Prince’s Building, Central, Hong Kong;

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

“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, supplemented or otherwise modified from time to time;

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

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

“Shares” means ordinary shares in the capital of the Company with nominal value of US\$0.00001 each before the Share Subdivision and with nominal value of US\$0.000002 each after the Share Subdivision;

“Sponsor-OC” means SWHY Securities, the sponsor-overall coordinator (as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions) of the Global Offering;

“Stabilizing Manager” has the meaning ascribed to it in Clause 7.1;

“Stock Borrowing Agreement” means the stock borrowing agreement expected to be entered into between Luo Holdings Limited and the Stabilizing Manager on or about the Price Determination Date pursuant to which the Stabilizing Manager as the stabilizing manager may request Luo Holdings Limited to make available to the Stabilizing Manager up to 5,046,750 additional Shares solely to cover over-allocation in the International Offering;

“Taxation” or **“Taxes”** means all forms of taxation whenever created, imposed or arising and whether of the PRC, Hong Kong 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 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;

“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;

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

“Underwriting Commission” has the meaning ascribed to it in Clause 6.1;

“US” or **“United States”** means the United States of America;

“Unsold Hong Kong Offer Shares” has the meaning ascribed to it in Clause 4.6;

“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 (a) the Warrantors as set out in Part A of Schedule 3, and (b) the Controlling Shareholders as set out in Part B of Schedule 3;

“Warrantors” means the Company and the Controlling Shareholders;

“White Form eIPO” means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the 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 **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;

1.4.2 whenever the words **“include,” “includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;

1.4.3 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 Shares, shall include, respectively, a subscription for the Shares and a subscriber for the Shares;

- 1.4.7 the terms “**sell**” and “**sale**”, when used in relation to the Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.4.8 references to a “**subsidiary**” or “**holding company**” shall be the same as defined section 15 and section 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 the agreed form**” shall mean such document in a form agreed between the Company 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) Tian Yuan Law Firm LLP, legal advisers to the Company as to Hong Kong laws, on behalf of the Company; and (b) DLA Piper Hong Kong, legal advisers to the Underwriters as to Hong Kong laws, on behalf of 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 counsel for 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) receiving from the Company or its representative(s) or adviser(s) on behalf of the Company, all Conditions Precedent Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Overall Coordinators, not later than 6:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 6:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree, provided that the Company shall not be responsible for procuring the issue and delivery of the legal opinion by the legal advisers to the Hong Kong Underwriters whilst such legal opinion shall continue to form part of the Conditions Precedents Documents under Schedule 4;
 - 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 (WUMP) Ordinance, not later than 6:00 p.m. or such later time as designated by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day immediately before the Hong Kong Prospectus Date;

- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint 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, qualified (other than by customary conditions), revoked or withheld prior to the commencement of trading of the Shares on the SEHK;
- 2.1.4 admission into CCASS in respect of the Shares having occurred and become effective (either unconditionally or subject only to the 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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing) and such admission not subsequently having been revoked prior to the commencement of trading of the Shares on the Main Board;
- 2.1.5 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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company) in accordance with Clause 2.5 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or before the Price Determination Date and such agreement not subsequently having been terminated, 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 Warranties being true, accurate, not misleading and not breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by references to the facts and circumstances then subsisting);
- 2.1.8 each of the Warrantors having in all material aspects complied with this Agreement and satisfied all the obligations and conditions on his/its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which

such obligations must be performed or such conditions must be met, as the case may be;

- 2.1.9 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published remains valid and is not otherwise rejected, revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date; and
 - 2.1.10 all of the waivers or exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC (as applicable) are granted, and are not otherwise revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to use his/its reasonable endeavours to fulfil or procure the fulfilment of the Conditions 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 required by the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Underwriters), the CSRC, the SEHK, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of the Shares on the SEHK and the fulfilment of such Conditions on or before the relevant time or date specified therefor.
- 2.3 **Extension:** The Overall Coordinators (for themselves and on behalf of the Hong Kong 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 Overall Coordinators may determine (in which case 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 30th day after the Hong Kong Prospectus Date and any such extension and the new timetable shall be notified by 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 Condition set out in Clause 2.1.1 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 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 Hong Kong Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price 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 Hong Kong 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 12:00 noon on 15 September 2025 and

no extension is granted by the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.

- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Joint Sponsors 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 written consent of the Company (which shall not be unreasonably withheld or delayed), 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, promptly following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the indicative offer price range to be published on the websites of the Company at www.91160.com and the SEHK at www.hkexnews.hk. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus and any other financial information which may change as a result of such reduction; (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. The Overall Coordinators shall not be liable for any expenses, losses or claims as a result of any reduction of the number of Offer Shares and/or the indicative Offer Price range.
- 2.7 **No waiver in certain circumstances.** The Joint Sponsors' and 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 **Sponsor-OC / Overall Coordinators / Joint Global Coordinators / Joint Bookrunners / Joint Lead Managers:** The Company confirms and acknowledges its appointment, to the exclusion of all others, of:
- 3.1.1 SWHY Securities as the Sponsor-OC;
 - 3.1.2 SWHY Securities and Zero2IPO Securities as the Overall Coordinators;
 - 3.1.3 SWHY Securities and Zero2IPO Securities as the Joint Global Coordinators for the Global Offering;
 - 3.1.4 SWHY Securities, Zero2IPO Securities, ABCI Capital Limited, BOCI Asia Limited, Eddid Securities and Futures Limited, Innovation Securities Co., Limited, Sun Securities Limited, South China Securities Limited, Zhongtai International Securities Limited, Livermore Holdings Limited, uSMART Securities Limited and Valuable Capital Limited as the Joint Bookrunners for the Global Offering; and
 - 3.1.5 SWHY Securities, Zero2IPO Securities, ABCI Securities Company Limited, BOCI Asia Limited, Eddid Securities and Futures Limited, Innovation Securities Co.,

Limited, Sun Securities Limited, South China Securities Limited, Zhongtai International Securities Limited, Livermore Holdings Limited, uSMART Securities Limited and Valuable Capital Limited as the Joint Lead Managers for the Global Offering;

and each of SWHY Securities and Zero2IPO Securities and other Hong Kong Underwriters, relying on the Warranties, confirms its acceptance of each appointment, on and subject to the terms and conditions of this Agreement.

- 3.2 **Joint Sponsors:** The Company confirms and acknowledges its appointment, to the exclusion of all others, of SWHY Capital and Zero2IPO Capital to act as the Joint Sponsors of the Company in relation to its application for Admission. Each of SWHY Capital and Zero2IPO Capital, relying on the Warranties, confirms its acceptance of the appointment.
- 3.3 **Hong Kong Underwriters and the capital market intermediaries:** The Company appoints, to the exclusion of all others, the Hong Kong Underwriters and CMIs, to underwrite the Hong Kong Public Offering, and each Hong Kong Underwriter and CMI, relying on the Warranties, severally (but not jointly or jointly and severally) accepts its appointment, on and subject to the terms and conditions of this Agreement.
- 3.4 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.3 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 so long as such Affiliates are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees shall remain liable for all acts and omissions of any of its Affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.4 to the extent that it would have been liable hereunder if it had not delegated such rights, duties, powers and/or discretions, notwithstanding any such delegation.
- 3.5 **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 Commitments, 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 relevant Hong Kong Underwriters shall remain liable for all acts and omissions of the relevant sub-underwriters with whom it has entered into sub-underwriting agreements. None of the Warrantors owes any duty or obligation to any of the sub-underwriters so appointed and none of the Warranties set out in Schedule 3 is benefit of such sub-underwriters.
- 3.6 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.3 confer on each of the appointees and their respective delegates under Clause 3.4 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, sponsor-overall coordinator, overall coordinator, global coordinator, lead manager, bookrunner, capital market intermediary or Hong Kong Underwriter (as the case may be) of the Global Offering or the application for Admission 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong

Underwriters 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.

- 3.7 **Limitation of liability:** None of the appointees pursuant to Clauses 3.1 to 3.3, their respective delegates under Clause 3.4 or the other Indemnified Parties shall be responsible for any loss or damage to any persons arising from any transaction carried out by such appointee within the scope of the appointments and grants of authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by the Indemnified Parties under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the Shares on the Stock Exchange or any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.
- 3.8 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that (i) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering; (ii) the Overall Coordinators, in its role as such, is acting solely as the overall coordinators of the Global Offering; (iii) the Joint Sponsors, in its role as such, is acting solely as the joint sponsors in connection with the listing of the Shares on the SEHK; (iv) the Joint Global Coordinators, in their roles as such, are acting solely as the joint global coordinators of the Global Offering; (v) the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Global Offering; (vi) the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Global Offering; (vii) the CMIs, in their roles as such, are acting solely as capital market intermediaries of the Global Offering; and (viii) the Joint Sponsors, in their role as such, are acting solely as sponsors in connection with the Listing.

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the SEHK, either before or after the date hereof.

The Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms his/its understanding and agreement to that effect. The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, 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 Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the

Joint Lead Managers or the CMIs, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs have assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs has advised or is currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, 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 their capacity as the joint sponsors in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors 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 Hong Kong Underwriters, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors and their respective directors, officers and Affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors 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 Hong Kong Underwriters, the CMIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors, the Hong Kong Underwriters and the CMIs and their respective Affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.

Each of the Warrantors agrees that it will not claim that the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, or any of them, has rendered advisory services, or

owes a fiduciary or similar duty to any of the Warrantors, in connection with transactions or matters contemplated by this Agreement or the process leading thereto. Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Hong Kong Underwriters, the CMIIs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the SEHK or any process or matters leading up to such transactions.

- 3.9 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIIs and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIIs and other Indemnified Parties, without limitation, the following matters (it being acknowledged by the parties that the Company is solely responsible in this regard):

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

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

and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss incurred or suffered or made as a result of or in connection with or in relation to any of the foregoing matters.

- 3.10 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.3, as applicable, or by any of the delegates under Clause 3.4 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization 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 3.3 or their respective delegates under Clause 3.4. The obligations of the appointees hereunder are several (and not joint or joint and several). The appointees shall not be responsible for any loss or damage to any other such appointee or their respective Affiliates. None of the appointees under Clauses 3.1 to 3.3 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.3 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

- 3.11 **Advice to the Company:** The Company hereby confirms and acknowledges that the Overall Coordinators have:

3.15.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

3.15.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it understands the factors underlying the allocation recommendation;

- 3.15.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.15.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.15.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;
- 3.15.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors understand and undertake to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Manager, the CMIs and the Underwriters that they have met or will meet these responsibilities; and
- 3.15.7 where the Company decided not to adopt the Overall Coordinators' advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such Shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, 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 Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice (in the agreed form) to be published on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at www.91160.com or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors. The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official websites of the Stock Exchange (www.hkexnews.hk) and of the Company (www.91160.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 the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **HK Share Registrar and White Form eIPO Service:** The Company has appointed the HK 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 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.

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 or Extreme Condition 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 or Extreme Condition 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 Joint Sponsors 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 International Underwriting Agreement, the Receiving Bank Agreement and this Agreement, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall use its best endeavours to procure that the Receiving Bank and the HK Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors 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; or

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) and shall pay or procure to be paid the full amount payable on application in accordance with Clause 4.9, 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 opposite the number of such Hong Kong Underwriters in Schedule 2):

$$N = T \times \frac{(C - P)}{(AC - AP)}$$

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the 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 2.6, 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 2.6, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and
- 4.6.3 the 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 Overall Coordinators or 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 production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or produced to be made by 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 5.

- 4.8 **Accepted Application:** The Company agrees that all duly completed and submitted application received prior to the closing of the Application Lists and accepted by 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 HK 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 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 make it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the application(s) for such number of Unsubscribed Shares as fall to be taken up by number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; 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, the 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 its 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.

Notwithstanding the above, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated.

The Company shall, as soon as practicable and in no event later than 9:00 a.m. on 16 September 2025 (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 use its best endeavours to procure the HK 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 and in relation to which it is under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any

Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by the 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, 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 Shares available under the International Offering and the respective International Offering Underwriting Commitments 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 (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered and the Over-Subscription occurs; or (ii) the International Offer Shares initially offered under the International Offering are not fully subscribed and the Hong Kong Public Offering Over-Subscription occurs, 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 5,046,750 Shares (representing approximately 15% of the 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 Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance letters of the SEHK, including but not limited to the relevant requirements under Chapter 4.14 of the HKEX Guide and Practice Note 18 to the Listing Rules.

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. Any Hong Kong Offer Shares which are so 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 allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators in their sole and absolute discretion determines. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the 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.

- 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 a Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things 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 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 HK 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 9:00 a.m. on 16 September 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):
- 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, the International Underwriting Agreement and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with 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.

Notwithstanding the foregoing, any share certificates in respect of the Hong Kong Offer Shares issued shall only become valid at 8:00 a.m. on the Listing Date provided that the Global Offering has become unconditional in all respects and that the right of termination of the Underwriting Agreements has not been exercised in accordance with their respective terms or otherwise.

- 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 at or before 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators 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 upon confirmation by the Company of the amount to be so deducted hereunder (where such confirmation shall not be unreasonably withheld or delayed), 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 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 are 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 Clauses 5.3, 5.4 and 6.1; and
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and the Controlling Shareholder shall use its best endeavours to procure the Company to, pay or cause to be paid in full, as soon as possible upon demand and in any event within 10 Business Days after the Listing Date, 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 Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$14.86 per Offer Share.

- 5.3 **Brokerage, Trading Fee, Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.3, 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 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.

- 5.4 **Trading Fee, Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.3, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee, the 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 are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will 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 HK Share Registrar will arrange for payment of refunds of application monies, 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, 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 the HK Share Registrar or any other application or otherwise of funds.
- 5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of 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 and incentive fee:** Subject to this Agreement having become unconditional and not having been terminated under its terms, the Company will pay the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3 per cent. of the aggregate Offer Price in respect of all the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement and in any event in accordance with such engagement letters between the Company and the respective Overall Coordinator and the Capital Market Intermediaries and in compliance with the Code of Conduct and the requirements under the Listing Rules. The Company acknowledges and confirms that it 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 syndicate CMIs. The payment by the Company to the Overall Coordinators of the underwriting commission in the manner set out in this Clause 6.1 shall be a full discharge of the Company’s obligation to the Hong Kong Underwriters to pay the underwriting commission and the Company shall not be concerned with the allocation and distribution of the underwriting commission among the Hong Kong Underwriters.

The Company may, at its sole and absolute discretion, elect to pay to any of the Hong Kong Underwriters a discretionary incentive fee of up to 2 per cent. of the aggregate Offer Price in respect of all the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from

the Hong Kong Public Offering pursuant to Clause 4) (the “**Discretionary Incentive Fee**”). The actual absolute amount of the Discretionary Incentive Fee (if any) and the split of the Discretionary Incentive Fee (if any), in absolute amount, among the Underwriters, shall be determined by the Company and set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI) in accordance with the respective Overall Coordinator Mandates and CMI Mandates and in compliance with the Code of Conduct and the requirements under the Listing Rules,.

- 6.2 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Joint Sponsors pursuant to and in accordance with the engagement letters entered into with the Joint Sponsors in respect of the acting as sponsors of the Company for the Listing. The Company further acknowledges and agrees that the sponsor’s fee relates to solely to services provided by the Joint Sponsors as the joint sponsors, and not any other services which it may provide, such as (without limitation) book building, pricing and underwriting and notwithstanding anything contrary in the sponsor engagement letters and/or this Agreement, the Company shall pay the sponsor’s fee to the Joint Sponsors in addition to any amount payable by the Company pursuant to Clauses 6.1 and 6.3 of this Agreement.
- 6.3 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation (other than the income tax payable by the relevant recipient in respect of the fees received by it unless agreed otherwise) in connection with or incidental to the Global Offering, the listing of the Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, subject to the terms of the engagement agreements entered into between the Company and such relevant parties, the following:
- 6.3.1 fees, disbursements and expenses of the Reporting Accountant;
 - 6.3.2 fees, disbursements and expenses of the HK Share Registrar and the White Form eIPO Service Provider;
 - 6.3.3 fees, disbursements and expenses of all legal advisers to the Company and fees, disbursements and expenses of all legal advisers to the Underwriters;
 - 6.3.4 fees, disbursements and expenses of the Industry Consultant;
 - 6.3.5 fees, disbursements and expenses of the Internal Control Consultant;
 - 6.3.6 fees, disbursements and expenses of any public relations consultant;
 - 6.3.7 fees, disbursements and expenses of the financial printer (including translation costs);
 - 6.3.8 fees, disbursements and expenses of the Receiving Bank and the Nominee;
 - 6.3.9 fees, disbursements and expenses of other agents, consultants and advisers of the Company relating to the Global Offering, provided that the Company had been notified of and agreed to such fees and expenses;
 - 6.3.10 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents with any relevant

Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction as referred to in the Offering Documents;

- 6.3.11 all cost and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation and other reasonable fees and expenses incurred by the Company, the Overall Coordinators, the Joint Global Coordinators, the International Underwriters and any such consultants;
- 6.3.12 all printing and advertising costs in relation to the Global Offering as approved by the Company;
- 6.3.13 all reasonably incurred costs of preparing, printing, despatch, filing and distribution of the Offering Documents and Investor Presentation Materials in all relevant jurisdictions, and all amendments and supplements thereto;
- 6.3.14 all cost of preparing, printing or producing any Agreement among the International Underwriters, this Agreement, the International Underwriting Agreement, the Agreement Between Syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and deliver of the Offer Shares;
- 6.3.15 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 6.3.16 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports as approved by the Company;
- 6.3.17 the Trading Fee, the 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 by the Company, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares pursuant to the Global Offering;
- 6.3.18 fees and expenses related to background check and searches, company searches, litigation searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering, provided that the Company had been notified of such searches and related fees and expenses;
- 6.3.19 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.3.20 all costs, fees and out-of-pocket expenses reasonably incurred by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Underwriters or any of them or on their behalf under this Agreement and International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.3 or pursuant to any other agreements between the Company and the Joint Sponsors as approved by the Company.

The Company shall, in accordance with the terms of the engagement agreements entered into between the Company and such relevant parties, pay or cause to be paid all such costs, expenses,

fees, charges and Taxation, provided that if requested by the Company, a breakdown of all such costs, expenses, fees, charges and Taxation shall be provided by the relevant party to the Company for the Company's approval. Notwithstanding anything to the contrary in Clause 17.11, if any costs, expenses, fees or charges referred to in this Clause 6.3 payable by the Company is paid by any of the Overall Coordinators, Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers, CMI's or Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Overall Coordinators, Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers or Hong Kong Underwriters on an after-tax basis, provided that if requested by the Company, a breakdown of all such costs, expenses, fees, charges and Taxation shall be provided by the relevant party to the Company for the Company's approval.

- 6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clause 6.1, but the Company shall 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 6.2 and Clause 6.3 which have been reasonably incurred are liable to be paid by the Company within 10 Business Days upon receipt by the Company of a breakdown of all such costs, expenses, fees, charges and Taxation payable by the Company from the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and/or the Hong Kong Underwriters.
- 6.5 **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 set out in the engagement agreements entered into between the Company and the relevant parties unless modified pursuant to this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 10 Business Days upon receipt by the Company of a breakdown of all such costs, expenses, fees, charges and Taxation payable by the Company from the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and/or the Hong Kong Underwriters. All payments to be made by the Company under this Clause shall be made gross, free of any right of counterclaim or set-off, 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.

7 STABILIZATION

- 7.1 **Stabilizing manager and stabilization actions:** The Company acknowledges that SWHY Securities 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 stabilizing action(s) with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilizing Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilization actions. Any such agent shall have the rights and authorities conferred upon the Stabilizing Manager pursuant to this Clause. Any stabilization actions taken by the Stabilizing Manager and/or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (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, the

Joint Lead Managers and the CMIs) to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company.

- 7.2 **Stabilizing losses and profits:** All liabilities, expenses and losses arising from stabilization activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it shall be for the account of the Overall Coordinators. None of the Warrantors shall be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager.
- 7.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them 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 constitutes or which might reasonably be expected to cause or result in the 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; or
 - 7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
 - 7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting and exercising of the Over-Allotment Option pursuant to this Agreement and the International Underwriting Agreement and the transactions contemplated under the Stock Borrowing Agreement shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 3 and the Controlling Shareholder further hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 3, to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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 (WUMP) 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 and/or the other Hong Kong Underwriters of duly completed applications to purchase all or any of the Unsold Hong Kong Offer Shares and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters 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 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; and
- 8.2.9 on date(s) of exercise of the Over-Allotment Option (or any part thereof),

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 or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to as soon as practicable notify the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it/he comes to its knowledge that any of the Warranties is untrue, incomplete, 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/he becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, incomplete, inaccurate, misleading or breached in any respect, or any significant new factor likely to affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any of the Warrantors (as the case may be).

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters not to, and shall procure that the Company shall not, or do or omit to do anything or permit to occur any event which

would or might render any of the Warranties untrue, incomplete, 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.

- 8.5 **Remedial action and announcements:** The Warrantors shall notify the Joint Sponsors 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 incomplete or inaccurate 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, incomplete, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents, the CSRC Filings or any of them; 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 Document, the CSRC Filings or any of them, 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 the CSRC Filings, 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as practicable take such remedial action as may reasonably be required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may reasonably require and supplying the Joint Sponsors, the Overall Coordinators (on behalf of itself and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require, provided that the Company will obtain the written consent of the Joint Sponsors and the Overall Coordinators prior to the publication or distribution of such amendment or supplement. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, 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; or (ii) result in the loss of the Joint Sponsors' the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by applicable Laws, in which case the Warrantors shall, to the extent as legally permissible, first consult the Joint Sponsors before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in Schedule 3 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that each of the Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used his/their respective best endeavours to ensure that all information given in the

relevant Warranty is true, complete and accurate in all respects. Notwithstanding that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his personal representatives or its successors in title.

8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters 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:** The Company has undertaken to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Hong Kong Underwriters, and the CMIs not to (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), without the prior

written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the last date of the six months after the Listing Date (the “**First Six-Month Period**”):

- (a) offer, allot, issue, sell, accept subscription for, contract to allot, issue or sell, contract or agree to allot, issue or sell, assign, 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 agree to transfer or dispose of, or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company, or any interests in any of the foregoing (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company), or deposit any Shares or other securities of the Company, as applicable, with a depository in connection with the issue of depository receipts; or
- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of subscription or ownership (legal or beneficial) of any Shares or other 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 Shares or other securities of the Company); or
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) offer to or contract to or agree to announce that the Company will or may enter into any such transaction described in paragraphs (a), (b) or (c) above,

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

In the event that, during the period of six months immediately following the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any such transactions or offers or agrees or contracts to, or announces, 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 Shares or other securities of the Company.

- 9.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will comply with the minimum public float requirements (the “**Minimum Public Float Requirement**”) and the minimum free float requirements (the “**Minimum Free Float Requirement**”) specified in the Listing Rules, and it will not (a) effect any purchase of the Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); or (b) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 8.08A of the Listing Rules.

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders has undertaken to each of Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters and the CMI's that, except pursuant to the exercise of the Over-allotment Option and the issue of Shares thereof and save for any pledge or charge to authorized institutions (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, to the extent permitted by applicable Laws, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules:

- (a) during the First Six-Month Period, he/it will not:
- (i) offer, pledge, charge, sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant, or purchase any option, warrant, contract or right to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest in any of the foregoing (including, but not limited to, any securities that are convertible into or exchangeable or exercisable for, or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company) (the “**Locked-up Securities**”); or
 - (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, any Locked-up Securities; or
 - (iii) enter into any transaction with the same economic effect as any transaction described in paragraphs (i) or (ii) above; or
 - (iv) offer to or contract to or agree to or announce that the Controlling Shareholder will or may enter into any transaction described in paragraphs (i), (ii) or (iii) above,

in each case, whether any such transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above is to be settled by delivery of such Shares or other securities of the Company, in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period);

- (b) during the Second Six-Month Period, he/it will not enter into any of the transactions specified in paragraphs (a)(i), (a)(ii) or (a)(iii) or (a)(iv) above or offer to or agree to or contract or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or encumbrance pursuant to such transaction, it will, as applicable, cease to be a “controlling shareholder” (as the term is defined in the Listing Rules) of the Company;
- (c) until the expiry of the Second Six-Month period, in the event that it enters into any of the transactions specified in paragraphs (a)(i), (a)(ii) or (a)(iii) above or offer to or agrees to or announces any intention to enter into any such transaction, he/it will take all reasonable steps to ensure that he/it will not create a disorderly or false market in the securities of the Company;

- (d) within the period commencing on the date by reference to which disclosure of his/its shareholding in the Company is made at the date of Hong Kong Prospectus and ending on the date which is 12 months after the Listing Date, the Controlling Shareholder will:
 - (i) if and when he/it pledges or charges any Shares or other securities of the Company beneficially owned by him, immediately inform the Company in writing of such pledge or charge together with the number of Shares or other securities (or interests therein) of the Company so pledged or charged; and
 - (ii) if and when he/it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Shares or other securities (or interests therein) of the Company will be disposed of, immediately inform the Company in writing of such indications.

9.4 **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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters and each of them that it shall, and the Controlling Shareholder shall undertake to use its/his best endeavours to procure the Company to:

10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all requirements of the CSRC, the SEHK, the SFC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:

10.1.1 cooperating with and fully assisting, and use its best endeavours to procure members of the Group, the Controlling Shareholders, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountant, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Underwriters, the Overall Coordinators and the CMI, 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;

10.1.2 giving every assistance, and procuring the members of the Company, using its best endeavours to procure the Controlling Shareholders, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountant, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance to each of the Joint Sponsors, the Underwriters, the Overall Coordinators and the CMI, to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter

3A of the Listing Rules and paragraph 19 of Appendix F1 thereto) and the CSRC Rules;

- 10.1.3 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 subsequently cancelled or revoked;
- 10.1.4 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and any other relevant Governmental Authority;
- 10.1.5 making available on display on the websites of the Stock Exchange and the Company, the documents referred to in the section of the Hong Kong Prospectus headed “Appendix V – Documents delivered to the Registrar of Companies in Hong Kong and Available on Display” for the period stated therein;
- 10.1.6 use its best endeavours to procure that none of the Directors and that the relevant Director to procure none of their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.7 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the consent shall not be unreasonably withheld;
- 10.1.8 using its best endeavours to procure that each of the HK 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 and the Receiving Bank Agreement, that they shall do all such acts and things as may be required to be done by it in connection with the Global Offering;
- 10.1.9 using its reasonable endeavours to procure that no connected person, existing shareholders of the Company or their close associates (both as defined in the Listing Rules) will itself/himself (or through a company controlled by it/him), apply for Hong Kong Offer Shares either in its/his own name or through nominees unless permitted to do so under the Listing Rules or having obtained waiver or consent from the Stock Exchange to that effect, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholders of the Company or their close associates (as defined in the Listing Rules) either in their own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), other than those person in respect of whom waivers have been granted by the Stock Exchange for their respective applications;
- 10.1.10 using its best endeavours to procure that none of the Company, any member of the Group and/or the Warrantors, and/or any of its respective substantial shareholders (including the Controlling Shareholders), directors, officers, employees, Affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing

or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final 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;

- 10.1.11 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” otherwise pursuant to any changes to the use of proceeds which are duly disclosed in compliance with the Listing Rules;
- 10.1.12 complying with the rules, guidance or other regulatory requirements of the Stock Exchange, the SFC, the CSRC or any relevant Authority (including, without limitation, the Listing Rules, the Securities and Futures Ordinance and the CSRC Rules) to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Hong Kong Prospectus and announce by way of press announcement any such information required by the Stock Exchange, the SFC, the CSRC or any relevant Authority to be published and disseminated to the public, provided that no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the Overall Coordinators for their review and confirmation 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 or regulation applicable to it or to follow deadlines as requested by the Stock Exchange, the SFC, the CSRC or any other relevant Authority (whichever is earlier);
- 10.1.13 unless otherwise disclosed in the Hong Kong Public Offering Documents, from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) 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); and
- 10.1.14 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 Joint Sponsors for their review.
- 10.2 **Information:** provide to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Company or otherwise as may be reasonably required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of the CSRC or of any other relevant Authority) in connection with the Global Offering.
- 10.3 **Restrictive covenants:** the Company will not, and procure that no other member of the Group will:
 - 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to

- do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate in any respect or misleading;
- 10.3.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of the Overall Coordinators has or will or may result in a Material Adverse Change or have a material adverse effect on the Global Offering;
 - 10.3.3 on or prior to the Listing Date, take any steps which are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus;
 - 10.3.4 at any time after the date of this Agreement up to and including the thirtieth (30th) day after the last date for lodging of applications under the Hong Kong Public Offering, amend any of the terms of the appointments of the HK Share Registrar, the Receiving Bank, the Nominee and the White Form eIPO Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
 - 10.3.5 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 any members of the Group, including, without limitation, the Articles of Association; and
 - 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus or offering circular), announcement, 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 Joint Sponsors 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.
- 10.4 **Maintaining listing:** use its best endeavours to procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including the rules, regulations and requirements of the CSRC, the SEHK, the SFC and any other Authority, the Listing Rules (including the provisions of Chapters 13, 14 and 14A of the Listing Rules) and the Hong Kong Code on Takeovers and Mergers and Share Buy-Backs), including, without limitation:
- 10.5.1 deliver to the SEHK as soon as practicable before the commencement of dealings in the Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Appendix 5, Form F of the Listing Rules to be completed and submitted on FINI;

- 10.5.2 procure that the audited consolidated financial statements of the Company for the financial year ending 31 December 2025 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 Accountant's Report set out in Appendix I to the Hong Kong Prospectus;
- 10.5.3 complying with the CSRC Rules, Listing Rules, the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the CSRC, the SEHK, the SFC and any other Authority to be announced and disseminated to the public;
- 10.5.4 not take, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong), provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.4;
- 10.5.5 complying with the Stock Exchange's rules, guidance or other requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the profit and working capital forecast submitted to the Stock Exchange and announce by way of publishing an announcement on the Company's own website and on the Stock Exchange's website any information required by the Stock Exchange to be published and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice and give the Joint Sponsors and the Overall Coordinators reasonable opportunity to review and comment on such announcement prior to such issuance;
- 10.5.6 strictly complying with the planned application of the net proceeds from the Global Offering as described in the Hong Kong Prospectus under the section headed "Future Plans and Use of Proceeds" otherwise pursuant to any changes to the use of proceeds which are duly disclosed in compliance with the Listing Rules;
- 10.5.7 at all times adopt and uphold 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;
- 10.5.8 comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus and submissions to the Stock Exchange and/or the SFC in connection with the Global Offering;
- 10.5.9 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, and any other relevant Authority in Hong Kong or elsewhere;
- 10.5.10 complying with the Listing Rule requirements 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;

- 10.5.11 complying with and procuring the Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to 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, or purchase, equity securities or interests in connection with the Global Offering, and keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its Directors;
- 10.5.12 assisting the Sponsor-OC and the Overall Coordinators to provide the required information under the Code of Conduct and the Listing Rules (including but not limited to the information under Rule 9.11(23a) and 9.11A and paragraph 19 of Appendix F1 to the Listing Rules, where applicable) to the Stock Exchange in accordance with Rule 3A.44 of the Listing Rules;
- 10.5.13 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.14 keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under paragraph 10.1.2 above, and to enable the Joint Sponsors and the Overall Coordinators to provide (or procuring their provision) to the CSRC, the SEHK and/or the SFC, in a timely manner, such information as the CSRC, the SEHK or the SFC may require;
- 10.5.15 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.16 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 Governmental Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Overall Coordinators (for themselves and on behalf of Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.17 providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information referred to in paragraphs 10.1 and 10.5 of this Clause to them;
- 10.5.18 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct, the CSRC Rules and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Overall Coordinators;

- 10.5.19 conduct the Company's business and affairs in compliance with all applicable Laws in all material aspect;
 - 10.5.20 maintain the appointment of a compliance adviser as required by the Listing Rules;
 - 10.5.21 provide to the Joint Sponsors, the Overall Coordinators, (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been or will as soon as practicable be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and 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;
- 10.7 **Compliance Adviser:** maintain the appointment of such compliance adviser in such manner and for such period as set out in Rules 3A.19 and 3A.20 of the Listing Rules;
- 10.8 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators if, at any time up to or on the date falling 6 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 or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:
- 10.8.1 inform the SEHK and SFC of such change or matter if so required by any of the Joint Sponsors, the Overall Coordinators, the Underwriters and the CMIs;
 - 10.8.2 at its own expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK or the Joint Sponsors or the Overall Coordinators and in a form agreed by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval and publish such documentation in such manner as the SEHK or the Joint Sponsors or the Overall Coordinators may require;
 - 10.8.3 at its own expense, make all necessary announcements to the SEHK and the press 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 Joint Sponsors and the Overall Coordinators, and such consent should 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:** If any of the events set out below occurs at any time prior to 8:00 a.m. on the Listing Date, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in its absolute discretion may by giving a written notice to the Company to terminate this Agreement with immediate effect:

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

- (a) any event, or series of events, whether in continuation, or circumstances 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 (including COVID-19, SARS, swine or avian flu, H5N1, H1N1, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) or such related/mutated forms), pandemic, outbreaks, escalation, mutation or aggravation of diseases, export controls, economic sanctions, strikes, labour disputes, lockouts, 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), export controls, economic sanctions, paralysis in government operations, interruptions or delay in transportation in or affecting Hong Kong, the PRC, the United States, the United Kingdom, Singapore, the European Union (or any member thereof) or any other jurisdiction relevant to the Company (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (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; or
- (c) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, or the Singapore Stock Exchange; or
- (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, Singapore, the PRC, 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; or

- (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; or
- (f) the imposition of economic sanctions in whatever form, directly or indirectly, by, or for, any of the Relevant Jurisdictions; or
- (g) any change or development involving a prospective change or amendment in or affecting taxation or foreign exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a devaluation of the United States dollar, the Hong Kong dollar, RMB, Euro, British pound or Swiss Franc 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 or RMB is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or adversely affecting an investment in the Offer Shares; or
- (h) 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, Preliminary Offering Circular, Final Offering Circular or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (i) any valid demand by creditors for repayment or payment of any indebtedness of any member of the Group or any member of the Group is liable to prior to its stated maturity; or
- (j) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Director; or
- (k) any contravention by any member of the Group, any Director or any member of the Controlling Shareholders of any applicable laws and regulations or the Listing Rules; or
- (l) any non-compliance of the Hong Kong Prospectus, the CSRC Filings (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or any aspect of the Global Offering with the Listing Rules, the 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 section headed “Risk Factors” in the Hong Kong Prospectus; or
- (n) an authority or a political body or organization in any Relevant Jurisdiction (including, in particular, the CSRC and its local branches and representative offices) commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director or a member of the Company’s senior management as named in the Hong Kong Prospectus; or

- (o) any order or petition is presented for the winding up or liquidation of any member of the Group (other than the Company) or any composition or arrangement made by any member of the Group (other than the Company) with its creditors or a scheme of arrangement entered into by any member of the Group (other than the Company) or any resolution is passed for the winding-up of any member of the Group (other than the Company) or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member of the Group (other than the Company) or anything analogous thereto occurring in respect of any member of the Group (other than the Company),

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- (i) has or will or may have a Material Adverse Effect;
- (ii) has or will have or may have a material adverse effect on the success 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;
- (iii) makes or will make or may make it inadvisable, impracticable or incapable for any part of the Global Offering, or the delivery of the Offer Shares, to be performed or implemented or to proceed or to market the Global Offering in the manner contemplated by the Offering Documents; or
- (iv) has or will or may have the effect of making any part of this Agreement (including underwriting) impracticable or incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof otherwise than in accordance with those set out in the Hong Kong Prospectus; or

11.1.2 there has come to the notice of the Overall Coordinators that

- (a) any statement contained in any of the Offering Documents, the Formal Notice, the Operative Documents and/or in any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto but excluding information relating to the Underwriters) (collectively, the "**Offer Related Documents**"), but excluding information in relation to the Underwriters, consisting only of the name, logo, address and qualification of each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Intermediaries 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 with reference to the facts and circumstances then subsisting when taken as a whole;

- (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the Hong Kong Prospectus Date, not have been disclosed in the Offering Documents, constitute a material omission from, or material misstatement in, any of the Offer Related Documents therefrom;
- (c) there is a material breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the warranties given by the Company or any of the Warrantors in this Agreement or the International Underwriting Agreement, as applicable;
- (d) there is a material breach of any of the obligations imposed upon the Company or any of the Warrantors under this Agreement or the International Underwriting Agreement, as applicable;
- (e) there is an event, act or omission which gives or is likely to give rise to any material liability of the Indemnifying Parties pursuant to the indemnities given by any of them under Clause 12 under this Agreement;
- (f) there is any Material Adverse Change;
- (g) the approval of the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering, 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;
- (h) any person named as an expert in the Hong Kong Prospectus (other than any of the Joint Sponsors) 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 or to the issue of any of the Hong Kong Public Offering Documents;
- (i) the Company withdraws any of the Offer Related Documents or the Global Offering;
- (j) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including the Shares to be issued pursuant to the Over-allotment Option) pursuant to the terms of the Global Offering;
- (k) the chairman of the Board, the chief executive officer, any Director or any other member of senior management of the Company is vacating his or her office;
- (l) any Director or any other member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company in his or her capacity as such or the Company or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action;
- (m) any order or petition is presented for the winding up or liquidation 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 the Company; or

- (n) a material portion of the orders placed or confirmed in the bookbuilding process, 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 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 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 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 HK Share Registrar and the Nominee despatch e-Auto Refund payment instructions / 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 notwithstanding anything to the contrary under this Agreement, the Company shall within 30 Business Days pay to the Joint Sponsors and the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 6.2 and 6.3 and the Joint Sponsors and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 INDEMNITY

- 12.1 **Indemnity:** Each of the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, and any public notices, announcements, advertisements, communications or other documents issued or authorized by the Company relating to or connected with the Company, or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 (except for information in relation to the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Capital Market Intermediaries and other Indemnified Parties, which are provided by the aforementioned parties for the inclusion in the Related Public Information) any Related Public Information, containing any untrue, inaccurate, incorrect 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 the light of the circumstances under which it was made, not misleading, or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and Losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto;
- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information made by the Company and its Directors being or alleged to be untrue, incomplete, inaccurate in any respect or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a material fact necessary in order to make it not misleading in light of the circumstances under which they were made; or
- 12.1.5 the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.6 the execution, delivery and performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.7 any breach or alleged breach on the part of the Warrantors of any of the provisions of this Agreement, the Operative Documents, the Articles of Association or the International Underwriting Agreement; or
- 12.1.8 any of the Warranties being untrue, inaccurate in any respect or misleading in any respect or having been breached in any respect or being alleged to be untrue,

inaccurate in any respect or misleading in any respect or alleged to have been breached in any respect; or

- 12.1.9 the execution, delivery and performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters 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 limiting to their respective roles and responsibilities under the Code of Conduct as a sponsor-overall coordinator, overall coordinator, CMI or otherwise, as applicable; or
- 12.1.10 any act or omission of the Company or any member of the Controlling Shareholders and any of their respective Directors, officers, or employees involved in the Global Offering, and such act or omission in relation to the Global Offering; or
- 12.1.11 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules or any Law of any relevant jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.12 any failure or alleged failure by the Company or any of the Directors or members of the Controlling Shareholders to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Global Offering); or
- 12.1.13 any breach or alleged breach by the Company or any member of the Controlling Shareholders of any Listing Rules or applicable Laws in connection with the Global Offering; or
- 12.1.14 any Proceeding, investigation, governmental or regulatory investigation or proceeding being instigated against the Company or any of the Directors or any member of the Controlling Shareholders which is or will be adverse to, or adversely affect, the business or financial or trading position or prospects of the Company taken as a whole, or the settlement of any such investigation or Proceeding; or
- 12.1.15 any other matters arising out of or in connection with the Global Offering.

provided, however, that the indemnity provided for in this Clause 12.1 shall not apply in respect of any Indemnified Party to the extent where any such Proceeding made against, or any such Loss suffered, incurred or made by, such Indemnified Party is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have arisen out of any fraud, gross negligence or willful misconduct on the part of the Joint Sponsors, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of the Indemnified Party. The non-application of the indemnity provided for in this Clause 12 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, the Company and the Indemnifying Parties to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Public

Offering Documents, the performance by the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs, the Hong Kong Underwriters or any other Indemnified Parties 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.

- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Overall Coordinators (for themselves and 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 such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. 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 judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any Loss or liability by reason of such settlement, compromise or consent judgement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

- 12.6 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party; and
 - 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 an Indemnifying Party as and when they are incurred within ten (10) 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 an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **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.

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 any Warrantor (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the

Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (which 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 CSRC, the SEHK, 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, to the extent legally permissible, after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

- 13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Controlling Shareholders undertakes to procure that the Company will, discuss with the Joint Sponsors 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 following the Hong Kong Prospectus Date.
- 13.3 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long the Joint Sponsors or the Overall Coordinators remains as sponsor or adviser to the Company, the termination of this Agreement. The Company shall procure compliance by its Affiliates with the provisions of this Clause 13.

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 respective directors, officers, employees, assignees, advisers, consultants 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, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the CSRC, the SEHK and the SFC, 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 required by any Overall Coordinators, Joint Global Coordinators, Joint Bookrunner, Joint Lead Manager, Joint Sponsors, the CMI, Hong Kong Underwriter or their respective Affiliates for the purpose of the Global Offering or necessary in the view

of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); or

14.2.8 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

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, immediately after the e-mail is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the e-mail has not been successfully delivered.

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. However, in the case of Clauses 15.2.4 and 15.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient, it is deemed to have been received at 9:00 a.m. local time 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:

9/F, 11/F – 12/F, Building 2, Yongxin Times Square, 4078 Dongbin Road, Nanshan Street, Nanshan District, Shenzhen, PRC

Email : tangsh@91160.com
Attention : Mr. Tang Shihua

If to **the Controlling Shareholders**, to:

9/F, 11/F – 12/F, Building 2, Yongxin Times Square, 4078 Dongbin Road, Nanshan Street, Nanshan District, Shenzhen, PRC

Email : tangsh@91160.com
Attention : Mr. Tang Shihua

If to **SWHY Capital**, to:

Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong

Fax : +852 3525 8499
Email : SWHY-Project-Caring@swwhyhk.com
Attention : Roy Lam Chun Kit

If to **Zero2IPO Capital**, to:

Unit No. 1506B, Level 15, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong

Fax : +852 2129 0216
Email : project.caring@qkintl.com
Attention : Xu Shaobo

If to **SWHY Securities**, to:

Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong

Fax : +852 3525 8499
Email : SWHY-ECM-Caring@swwhyhk.com
Attention : Aria Li Mao

If to **Zero2IPO Securities**, to:

Unit No. 1506B, Level 15, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong

Fax : +852 2129 0216
Email : alex@qkintl.com
Attention : Alex Li

If to any of the Hong Kong Underwriters, to the address, email and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in **Schedule 2**.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, email or relevant contact details 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 Dispute (as defined in Clause 16.2) shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Subject to Clause 16.3, each party to this Agreement agrees, on behalf of itself and, in the case of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters, as agent for their respective Affiliates, that any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. 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. Each party retains the right to request, before or during arbitral proceedings, from a court an interim measure of protection and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. The arbitral award shall be final and binding on all parties to the arbitration. Notwithstanding the above, each of the Joint Sponsors, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters shall also have the sole right:

16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to any dispute arising out of or in connection with this Agreement; or

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against the Company, its Affiliates and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If proceedings in any court are commenced against the Company or any of the Controlling Shareholders, or the Company or any of the Controlling Shareholders is joined to proceedings in any court in accordance with this Clause 16.2 (the "**Prior Proceedings**"), no arbitration shall be commenced or continued by any party under Clause 16.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Prior Proceedings until the Prior Proceedings have been finally determined.

Once a Dispute is referred to arbitration or court proceedings are commenced, the other party or parties to the arbitration or court proceedings shall irrevocably submit to, respectively, the arbitration or the jurisdiction of the court in which such proceedings have been commenced.

- 16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 16.5 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.6 **Process agent:** Each of the Company and the Controlling Shareholders irrevocably appoints Ms. Yu Wing Sze (余詠詩) at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, as their authorized agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or the Controlling Shareholders 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 each of the Company and the Controlling Shareholders, each of the Company and the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to 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, failing which the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company and the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company and the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings permitted under this Clause 16 are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall appoint an agent for the service of process in that jurisdiction acceptable to 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 Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

- 16.7 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or the Controlling Shareholders has or can claim for himself/itself or his/its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any

relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Company and the Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, 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 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, and (i) in case of the Joint Sponsors and Overall Coordinators, the Sponsor-OC Engagement Letter; and (ii) in case of the CMIs, the CMI Engagement Letters, constitutes the entire agreement between the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the engagement letters entered into between the Sponsor-OC and the Company for the appointment of Sponsor-OC and the engagement letters entered into between the CMIs and the Company for the appointment of CMIs respectively) 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. If any terms herein are inconsistent with that of the Sponsor-OC Engagement Letter and the CMI 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 its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgement Currency Indemnity:** In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgement currency**”) other than Hong Kong dollars, each of the Warrantors will jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgement currency for the purpose of such judgement 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 judgement currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgement 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 or the Controlling Shareholders, as the case may be, 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 or the Controlling Shareholders, as the case may be, 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as applicable.

If any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such Joint

Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter so that the full amount of such payments as agreed in this Agreement to be paid to such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter is received by such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter. The Company and the Controlling Shareholders will further, if requested by such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, use reasonable efforts to give such assistance as such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter may reasonably request to assist such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter reasonably requests, promptly making available to such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, by making payment of such funds on behalf of such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

- 17.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and Hong Kong Underwriter (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinators, Joint Sponsors or Underwriter. Any certificate signed by a Controlling Shareholder (if an individual) or any officer of a Controlling Shareholder (if a legal entity) and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by that the Controlling Shareholder, as to matters covered thereby, to each Overall Coordinators, Joint Sponsors or Underwriter.
- 17.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:
- 17.14.1 waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

- 17.14.2 acknowledges and agrees that the Company shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company on whom it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company is or would be vicariously liable.
- 17.15 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the 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 require to give full effect to this Agreement and secure to the Joint Sponsors, the Overall Coordinators, the Joint Lead Managers, Joint Bookrunners, the CMLs, the Hong Kong Underwriters, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.16 **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.
- 17.17 **Recognition of the U.S. Special Resolution Regimes:**
- 17.17.1 In the event that any Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States;
- 17.17.2 In the event that any Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States;
- 17.17.3 In this Clause 17.17:
- “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
- “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

- 17.18 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this Clause 17.18, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 17.18.1 Indemnified Parties may enforce and rely on Clause 12.1 to the same extent as if they were a party to this Agreement.
 - 17.18.2 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 sub-clause 17.18.1.
 - 17.18.3 The assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 17.19 **Professional Investors:** The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions **“you”** or **“your”** shall mean each of the Company, and **“we”** or **“us”** or **“our”** shall mean the Overall Coordinators (on behalf of the Underwriters) and their respective affiliates.

SCHEDULE 1
THE CONTROLLING SHAREHOLDERS

Name	Address	E-mail
Luo Ningzheng (羅寧政)	9/F, Building 2, Yongxin Times Square, 4078 Dongbin Road, Nanshan Street, Nanshan District, Shenzhen, PRC	tangsh@91160.com
LNZ Management Limited	9/F, Building 2, Yongxin Times Square, 4078 Dongbin Road, Nanshan Street, Nanshan District, Shenzhen, PRC	tangsh@91160.com
Luo Holdings Limited	9/F, Building 2, Yongxin Times Square, 4078 Dongbin Road, Nanshan Street, Nanshan District, Shenzhen, PRC	tangsh@91160.com

SCHEDULE 2
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriter</u> <u>(Address, Email and Fax Number)</u>	<u>Maximum number of</u> <u>Hong Kong Offer</u> <u>Shares</u> <u>to be underwritten</u>	<u>Percentage</u> <u>to be underwritten</u>
Shenwan Hongyuan Securities (H.K.) Limited Level 6, Three Pacific Place 1 Queen's Road East Hong Kong	See below	See below
Zero2IPO Securities Limited Unit No. 1506B Level 15, International Commerce Centre 1 Austin Road West Kowloon Hong Kong	See below	See below
ABCI Securities Company Limited 10/F, Agricultural Bank of China Tower 50 Connaught Road Central	See below	See below
BOCI Asia Limited 26/F, Bank of China Tower 1 Garden Road, Central Hong Kong	See below	See below
Eddid Securities and Futures Limited 21/F, CITIC Tower 1 Tim Mei Avenue, Central Hong Kong	See below	See below
Innovation Securities Co., Limited Suite 709A, One Pacific Place 88 Queensway, Admiralty Hong Kong	See below	See below
Sun Securities Limited Rm 2104, Far East Consortium Building 121 Des Voeux Road Central Hong Kong	See below	See below
South China Securities Limited 28/F, Bank of China Tower No.1, Garden Road, Central Hong Kong	See below	See below
Zhongtai International Securities Limited 19/F, Li Po Chun Chambers 189 Des Voeux Road Central Hong Kong	See below	See below

Livermore Holdings Limited Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza 833 Cheung Sha Wan Road, Kowloon Hong Kong	See below	See below
uSMART Securities Limited Room 2406, 24/F, FWD Financial Centre 308 Des Voeux Road Central, Sheung Wan Hong Kong	See below	See below
Valuable Capital Limited RM 3601-06 & 3617-19 36/F, China Merchants Tower Shun Tak Centre 168-200 Connaught Road Central Hong Kong, Hong Kong	See below	See below
Total	3,364,750	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:

$$A = B/C \times 3,364,750$$

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 Shares, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 3,364,750 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 3 THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors jointly and severally represents, warrants and undertakes to the Joint Sponsors, the Sponsor OC, the Overall coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, CMI's and each of them as follows:

Accuracy of Information

1. All information disclosed or made available in writing from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Warrantors or their respective directors, supervisors, officers or employees, or, to the best knowledge of the Company, any of their respective Affiliates or agents (to the extent applicable) to the CSRC, the SEHK, the SFC, the Joint Sponsors, the Overall coordinators, the Joint Global Coordinators, the Underwriters, the CMI's, the Reporting Accountant, the Industry Consultant, the Internal Control Consultant and/or the legal and other professional advisers for the Company, the Underwriters, the Overall coordinators or CMI's for the purposes of the Global Offering and/or the listing of the Shares on the SEHK (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors, the Overall coordinators, the Joint Global Coordinators, the CMI's, the Underwriters of their obligations under the Code of Conduct, the Listing Rules, and all other applicable Laws (including the CSRC Rules), the responses to queries and comments raised by the CSRC, the SFC or the SEHK), was so disclosed or made available in full and in good faith by a person having appropriate knowledge and duly authorized for such purposes and prepared or given with due care and attention and was when given and remains true, complete and accurate in all material respects and not misleading; there is no other material information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.
2. All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates, if any, contained in each of the Hong Kong Public Offering Documents, Preliminary Offering Circular and the CSRC Filings (to the extent there are any) have been made after due, careful and proper consideration and on the bases and assumptions referred to therein and represent and remain reasonable and fair expectations truly and honestly held based on facts known to the Company, any of its Affiliates, as applicable, and/or any of their respective directors, officers, employees or agents, as applicable, and there are no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the Hong Kong Public Offering Documents, Preliminary Offering Circular and the CSRC Filings in which such forecasts or estimates are contained. Such forecasts or estimates do not omit or neglect to include or take into account of any facts or matters which are material to such forecasts or estimates or to the Global Offering.
3. (A) None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents and the Preliminary Offering Circular (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, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares including without limitation, any roadshow presentation and press releases relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents or amendments or supplements thereto, provided, however, that the Warrantors make no representation or warranty as to the information contained in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, if any, made in reliance upon and in conformity with information furnished in writing to the Company by or on behalf of the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters expressly and specifically for inclusion therein. For the purposes of this Agreement, the only information furnished in writing to the Company by or on behalf of any Joint Global Coordinator, Joint Sponsor, Joint Bookrunner, Joint Lead Manager, or Hong Kong Underwriter expressly and specifically for use in the Disclosure Package and the Final Offering Circular is the name, address and logo, to the extent applicable, of such Joint Global Coordinator, Joint Sponsor, Joint Bookrunner, Joint Lead Manager, or Hong Kong Underwriter.

4. The Warrantors (including, without limitation, their respective agents and representatives, other than the Hong Kong Underwriters and the International Underwriters in their capacity as such) (A) have not made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not prepare, make, use, authorise, approve or refer to any Supplemental Offering Material, in each case, without the prior consent of the Overall coordinators and the Joint Global Coordinators.
5. All statements or expressions of opinion, expectation or intention, forward-looking statements (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, and material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings at and as at the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are fairly and honestly held by the Warrantors or their respective directors (to the extent applicable) and there are and will be no other material facts known or which could have been known to the Warrantors or their respective directors (to the extent applicable) the omission of which would make any such statement or expression misleading.
6. No material information was withheld from the Joint Sponsors, the Overall coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters, the Reporting Accountant, the Internal Control Consultant, the Industry Consultant and/or the legal advisers for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the Shares on the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK or the SFC).
7. (A) Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or includes all information and particulars required to comply with all applicable statutory and other provisions, including without limitation, 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 Shares on the Main Board of the SEHK (unless any such requirement has been waived or exempted by the relevant Authority) and (B) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contain or include all information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, condition (financial or other), assets and liabilities, financial position, profits and

losses, and prospects of the Company, and the rights attaching to the Shares.

8. The statements under the sections headed “History, Development and Corporate Structure”, “Share Capital”, “Underwriting”, “Structure of the Global Offering”, “Regulatory Overview”, “Appendix V – Summary of Articles of Association” and “Appendix VI – Statutory and General Information” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, have been reviewed and confirmed by relevant legal counsels and such statements are a fair and accurate summary of the relevant Laws, regulations, documents and legal matters in all material respects and not misleading.
9. The statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the best and honest belief of the Directors arrived at after due, proper and careful consideration, and there are no other material risks associated with the Company, financial or otherwise, or the earnings, affairs or business or trading prospect of the Company or an investment in the Shares which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
10. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of any of the Warrantors and/or any of their respective directors, supervisors, officers, employees, Affiliates, representatives or agents to the SEHK, the SFC, the CSRC or any other applicable Authority) have complied and, to the knowledge of the Company, will comply with all applicable Laws in all material respects.
11. Without prejudice to any of the other representations and warranties of the Company herein, the Company has, as required under paragraph 3A.05 of the Listing Rules and as necessary or relevant to the performance of the duties of the Joint Sponsors as the sponsor of the Company in relation to the application for listing of the Shares on the Main Board of the SEHK under Chapter 3A of the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC: (A) given to the Joint Sponsors, upon request, all material information available or known to the Company or the Directors that is relevant to the Joint Sponsors’ performance of such duties under Chapter 3A of the Listing Rules; (B) afforded the Joint Sponsors’ full access at all times to all persons, premises and documents relevant to the performance of such duties; and (C) kept the Joint Sponsors informed of any and all material changes to any information so given to the Joint Sponsors.
12. Each of the Application Proof and the PHIP is in compliance with Chapter 6.4 of the HKEX Guide on redactions therein and appropriate warning and disclaimer statements for publication thereof published by the SEHK.
13. All the interests or short positions of each of the Directors, Supervisors or chief executives of the Company in the securities, underlying securities and debentures of the Company or its associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in the Listing Rules, in each case upon completion of the Global Offering, are fully, completely and accurately disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular.
14. None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Joint Sponsors, and such authority and confirmations remain in full force and

effect.

15. Each of the CSRC Filings is and remains complete, true and accurate in all material respects and not misleading, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
16. The statements relating to the total amount of fees paid or payable to the Joint Sponsors, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading.

The Company

17. As at the date of this Agreement, the Company has the authorised and issued share capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital", and all of the issued shares of the Company (A) have been duly authorised and validly issued and are fully paid and non-assessable, (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (C) have been issued in compliance with all applicable Laws, (D) were not issued in violation of any preemptive right, resale right, right of first refusal or similar right, and (E) are not subject to any Encumbrance or adverse claims.
18. The Company (A) was duly established and is validly existing as an exempted company under the laws of the Cayman Islands with limited liability, 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, where applicable, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue and deliver the Offer Shares as contemplated herein, (B) is duly qualified to transact business and is in good standing (where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), (C) the articles of association and other constituent or constitutive documents and the business license of the Company comply with the requirements of the Laws of the Cayman Islands and are in full force and effect and (D) the Company has passed each annual examination by the applicable Authorities without being found to have any deficiency or default under applicable, and has timely received all requisite certifications from the applicable Authorities.
19. Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person, individually or together with its Affiliates, beneficially owns, ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
20. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) 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; and (B) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares or other equity interests of or in the Company are outstanding.
21. 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 of the Company comply with the Listing Rules and Laws in Hong Kong where applicable.

22. The Company has not conducted, nor is conducting or currently proposes to conduct any business, or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is not directly or indirectly related to the business of the Company as described in the Hong Kong Prospectus and the Preliminary Offering Circular.
23. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there is no contract or agreement between the Company, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business.

Offer Shares

24. As at the Listing Date, the Company will have the issued share capital as set forth in the section of each of Hong Kong Prospectus and the Preliminary Offering Circular headed “Share Capital” and, assuming the full exercise of the Over-Allotment Option, as at the relevant settlement date for the Option Shares, the Company will have the issued capital as set forth in the section of each of the Hong Kong Prospectus and Preliminary Offering Circular headed “Share Capital”. The share capital of the Company, including the Offer Shares, conforms in all respects to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular and each such description is complete, true, accurate in all material respects and not misleading; the certificates for Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws.
25. (A) 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 issued, fully paid and non-assessable, free of no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Articles of Associations as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular 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; (B) the Offer Shares will be freely transferable by the Company to the purchasers thereto or to or for the account of the Underwriters and the subsequent purchasers and, 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 applicable Laws or the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is party and (C) no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company’s liabilities or obligations by reason of being such a holder.

This Agreement and Operative Documents

26. Each of (A) this Agreement, (B) the International Underwriting Agreement, (C) the Hong Kong Public Offering Documents, (D) the Operative Documents and any other document required to be executed by the Warrantors pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents has been or will be duly authorised, executed and delivered by the Warrantors and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Warrantors, enforceable in accordance with its terms.

No Conflict, Compliance and Approvals and Filings

27. The Company is not 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 license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, 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 the Company or any of its properties or assets, except in each case of clauses (B) and (C), to the extent that such breach or violation is not material or systemic.
28. Approval in principle has been obtained from the listing committee of the SEHK for the listing of, and permission to deal in, the Shares in issue and to be issued as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular on the Main Board of the SEHK, and there is no reason to believe that such approval may be revoked, suspended or modified.
29. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents and other documents required to be executed by the Warrantors pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, the issuance, allotment and sale of the Offer Shares, the publication of the Hong Kong Prospectus, 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 a lien, charge or Encumbrance on any property or assets of the Company pursuant to (A) the Articles of Association or other constituent or constitutive documents or the business license of the Company, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company is a party or by which the Company is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of its properties or assets, except in each case of clauses (B) and (C), to the extent that such breach or violation is not material or systemic.
30. Except for the registration of the 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, the Warrantors or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with (A) the issuance and sale of the Offer Shares or (B) the execution or delivery by the Warrantors of this Agreement, the International Underwriting Agreement, the Operative Documents, and any other document required to be executed by the Warrantors pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or (C) the performance by the Warrantors of their respective obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Warrantors pursuant to the provisions of 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.
31. 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. 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.

32. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or other securities of the Company, (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase Shares or other securities of the Company, and (C) 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 (other than the Underwriters), or (D) the right, contractual or otherwise, to cause the Company to include any Shares or 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 Agreements, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Warrantors, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and elsewhere.
33. (A) The Company (i) has conducted and is conducting its businesses and operations in compliance with all Laws applicable thereto in all material respects, and (ii) as applicable and to the extent required, has obtained and hold all licenses, certificates, permits and other authorisations material to its business and has made all registrations, declarations and filings with, and is in compliance with all Approvals and Filings under any applicable Laws and Authorities having jurisdiction over the Company or any of its properties or assets required in order to own, lease, license and use its properties and assets and conduct its businesses and operations as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular (collectively, the “**Governmental Licenses**”); (B) all such Governmental Licenses do not contain any burdensome restrictions or conditions not described in each of the Hong Kong Prospectus or the Preliminary Offering Circular; (C) all such Governmental Licenses are valid and in full force and effect, and the Company is not 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 Governmental Licenses, and 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 Governmental Licenses, or any requirements for additional Governmental Licenses which could prevent, restrict or hinder the operations of the Company or cause the Company to incur additional expenditures; and (D) no Authorities, in its inspection, examination or audit of the Company have reported material findings or imposed penalties; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted.
34. (A) The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” are true and accurate, reflecting current plan and intention of the Directors; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, have been obtained or made or the Company will use its best endeavor to obtain or make application for such Approvals; 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 and the Preliminary Offering Circular, will not contravene, 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) pursuant to (i) the Articles of Association or other constituent or constitutive documents or the business license of the Company, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company is a party or by which the Company is bound or any of their respective properties or assets may be bound or affected or (iii) any Laws applicable to the Company or any of its properties or assets, except in the cases of (C)(ii) and (iii) above where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a material adverse effect.

Litigation and Other Proceedings

35. Save as disclosed in each of the Prospectus and the Preliminary Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority or otherwise pending, to the knowledge of the Company, threatened or contemplated to which the Warrantors or any of their respective directors, officers, or employees (to the extent applicable) 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, whether or not arising from transactions in the ordinary course of business and there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (B) no Laws that have been enacted, adopted or issued or that have been proposed by any Authority, and (C) no judgment, decree or order of any relevant Authority, which, in any such case described in clause (A) or (B) or (C) above, would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Change or materially and adversely affect the power or ability of the Warrantors to perform their obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular but are not so adequately disclosed.
36. None of the Warrantors, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken by any person nor have any actions, suits or proceedings under any Laws been started or to the knowledge of the Company, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate the Company; or (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 any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company; or (C) forestall the completion of the Global Offering.

Accounts and Other Financial Information

37. The Reporting Accountant, who has audited the consolidated financial information as of and for the years ended December 31, 2022, 2023 and 2024 and three months March 31, 2025, and reviewed the consolidated financial information for the three months ended March 31, 2024, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, is independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
38. (A) The Accountant's Report (and the notes thereto) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular give a true and fair view of the consolidated

financial position of the Company as at the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards ("IFRSs") issued by the International Accounting Standards Board 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 or the Preliminary Offering Circular are derived from the accounting records of the Company, 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 statement of 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 or the Preliminary Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in the Hong Kong Prospectus and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma statement of 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 by the Listing Rules or to be included in the Hong Kong Prospectus or the Preliminary Offering Circular that are not included as required; and (E) the Company does not have any material liabilities or obligations, direct or contingent (including, any off-balance sheet obligations), not described in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

39. The unaudited consolidated management financial information of the Company as at July 31, 2025 and for the period from January 1, 2025 to July 31, 2025 and other accounting records of the Company (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 IFRSs, all the transactions entered into by the Company or to which the Company was a party during the period from January 1, 2025 to July 31, 2025, (B) contain no inaccuracies or discrepancies of any kind, and (C) give a true and fair view in all material respects of the financial position of the Company as at July 31, 2025 and the results of operations of the Company for the period from January 1, 2025 to July 31, 2025.
40. The statements set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed "Financial Information – Critical Accounting Policies and Estimates" are true and accurate descriptions of (A) all critical accounting policies which the Company believes are the most important in the portrayal of the Company's financial condition and results of operations and which require management's most difficult, subjective or complex judgments ("**critical accounting policies**"); (B) the judgments and uncertainties affecting the application of 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, senior management and the audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the critical accounting policies and have discussed with the Reporting Accountant with regard to such disclosure.
41. Each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect its liquidity or

capital resources and could reasonably be expected to occur, (B) all material off-balance sheet transactions, arrangement, obligations and liabilities, direct or contingent, if any, (C) all indebtedness (actual or contingent) of the Company and its related parties, if any; the Company does not have any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to the assets of the Company, 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 Company or the availability thereof or the requirements of the Company for capital resources.

42. The statements relating to the Company's liquidity and capital resources contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading, and there are no material capital commitments of the Company which have not been disclosed in the Hong Kong Prospectus or the Preliminary Offering Circular.
43. (A) The factual contents of the reports, letters or certificates of the Reporting Accountant are true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the directors of the Company in such reports or letters or certificates are held in good faith based upon facts within their knowledge; (B) the Company has given to the Reporting Accountant all information that was reasonably requested by the Reporting Accountant, and no material information was withheld from the Reporting Accountant, for the purposes of their preparation of their reports contained in the Hong Kong Prospectus or the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountant in connection with the Global Offering and all information given to the Reporting Accountant for such purposes was given in good faith; (C) no material information was withheld from the Reporting Accountant, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMIs or the Hong Kong Underwriters for the purposes of their work on the unaudited pro forma statement of adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Hong Kong Prospectus or the Preliminary Offering Circular or their work on the Group's cash flow and working capital forecast in connection with the statement relating to the sufficiency of working capital of the Group.
44. The forecast information included in the board memorandum on profit forecast for the year ending December 31, 2025 and working capital forecast for the 29 months ending December 31, 2027 adopted by the Board of Directors and reviewed by the Reporting Accountant in connection with their letter on the Group's sufficiency of working capital (collectively, the "**Prospective Financial Information**"), (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and the bases and assumptions stated in each of the Hong Kong Prospectus and the Preliminary Offering Circular (if any) and (B) has been properly compiled based on the assumptions described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the profit forecast of the Company for the year ending December 31, 2025 and working capital forecast for the 29 months ending December 31, 2027, and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and the Prospective Financial Information presents reasonable estimates by the Company of the of the profit forecast the Company for the year ending December 31, 2025 and working capital forecast for the 29 months ending December 31, 2027

Indebtedness and Obligations

45. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Company has no 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, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities, except to the extent that the existence of any such borrowing, guarantee or obligation would not, individually or in the aggregate, be material to the Company, (B) no material outstanding indebtedness of the Company 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 by the Company, (C) no person to whom any indebtedness of the Company, which is, individually or in the aggregate, material to the Company, that is repayable on demand is owed has demanded or to the knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the knowledge of the Company, no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of the Company or under any guarantee of any liability of the Company by reason of default of the Company or any other person or under any such guarantee given by the Company, in respect of any such indebtedness or guarantee that is, individually or in the aggregate, material to the Company, (E) there are no outstanding guarantees or contingent payment obligations of the Company in respect of indebtedness of any party that is not the Company, and (F) the Company has not stopped nor suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.
46. (A) The amounts borrowed by the Company do not exceed any limitation on its borrowing contained in its Articles of Association or other constituent or constitutive documents or its business license or in any debenture or other deed or document binding upon it in a manner that would reasonably be expected to have a material adverse effect on its financial condition or business operations; (B) the Company has not factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts prepared in accordance with applicable accounting standards; (C) with respect to the borrowing facilities of the Company, (i) such borrowing facility has been duly authorised, executed and delivered, so far as the Company is aware, remain legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) the Company is not aware of any circumstances which would reasonably be expected to render any undrawn amounts under such borrowing facility incapable of drawdown in the ordinary course, and (iii) to the knowledge of the Company, no event has occurred, and no circumstances exist, which would reasonably be expected to result in the relevant lender refusing to make available undrawn amounts under such borrowing facility; and (D) to the knowledge of the Company, no event has occurred, and no circumstances exist, which would reasonably be expected to result in any material forfeit, clawback or repayment obligation in respect of any investment grants, loan subsidies or financial assistance received by, granted to, or committed to be granted to the Company by any Authority.
47. Since the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company (A) has carried on and will carry on business in the ordinary course so as to maintain it as a going concern, and (B) has continued to pay its creditors in the ordinary course of business.
48. As at the date of this Agreement, the Company believes, after due and careful consideration and to the best of its knowledge, that it is Solvent. As used herein, the term “**Solvent**” means, with respect to an entity, on a particular date, that on such date (A) the fair market value of the assets of such entity is greater than the total amount of liabilities (including contingent liabilities) of such entity, (B) the present fair saleable value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as

they become absolute and mature, the entity is able to realise upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, and (C) the entity does not have unreasonably small capital.

- 49. The Company has not entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk.
- 50. The statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to the Company's indebtedness as of close of business on July 31, 2025 are complete, true and accurate in all material respects and not misleading and all developments in relation to the Company's indebtedness have been disclosed.

Subsequent Events

- 51. Save as otherwise disclosed in each of the Prospectus and the Preliminary Offering Circular, since the date of the latest audited consolidated financial statements included therein, the Company has not (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset; (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) increased or reduced or otherwise changed, or agreed to increase or reduce or otherwise change, its share capital or other equity interest of any class, (F) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interest of any class, (G) incurred any Encumbrance on any asset or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company, 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.
- 52. Subsequent to the date of the latest audited consolidated financial statements, the Company has not sustained any loss or interference with its business from fire, explosion, flood, earthquake, health epidemics or infectious diseases, or other calamity, whether or not covered by insurance, or from any action, order or decree of any Authority.
- 53. Since the date of the latest audited financial statements, there has not been (A) any Material Adverse Change, (B) any transaction which is material to the Company.
- 54. (A) There has been no material change in the total current assets or total current liabilities of the Company (i) as at the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, as compared to amounts shown in the latest audited consolidated balance sheet of the Company as at March 31 2025 included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) there has been no material decreases in revenue, gross profit, loss before tax or loss and total comprehensive loss for the period, or material increases in trade receivables, operating expenses or finance cost of the Company during the period from the date of the latest audited consolidated income statement of the Company included in the Hong Kong Prospectus to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year; and (C) there has been no material increase in short term debt or long-term debt of the Company compared with the amounts shown in the Company's latest audited consolidated balance sheet included in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

Real Property and Other Assets

55. (A) The Company has, to the best of its knowledge, valid, good and marketable title, has been granted valid long-term land use rights and building ownership rights (as applicable), completed all relevant land use right transfer procedures to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case free and clear of all Encumbrances, except as would not reasonably be expected to have a material adverse effect; (B) save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, each real property or building, as applicable, held under lease by the Company as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular is, to the best of the Company's knowledge, 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; no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company has, to the best of its knowledge, occurred and is continuing or is reasonably likely to occur under any of such leases and the Company is not aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be adverse to the rights or interests of the Company under such lease, tenancy or license or (b) which may affect the rights of the Company to the continued possession or use of such leased or licensed property or other asset; the right of the Company to possess or use such leased or licensed property or other asset is, to the best of its knowledge, not subject to any unusual or onerous terms or conditions which would reasonably be expected to have a material adverse effect; (C) to the best of the Company's knowledge, there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which would reasonably be expected to materially interfere with or materially affect the use made or proposed to be made of such owned, leased or licensed property or other asset by the Company; (D) to the best of the Company's knowledge, the use of all properties owned or leased by the Company is in accordance with its permitted use under all applicable Laws; (E) the Company does not own, operate, manage nor has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind, except as reflected in the audited consolidated financial statements of the Company (or as otherwise disclosed) in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and to the best of the Company's knowledge, no other real properties or buildings and personal properties or assets are necessary in order for the Company to carry on its business in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, save as disclosed therein; and (F) the Company does not have, to the best of its knowledge, 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, except as would not reasonably be expected to have a material adverse effect.

Intellectual Property and Information Technology

56. (A) The Company to the best of its knowledge owns free of Encumbrances, has obtained (or believes it can obtain on reasonable terms), or has applied for (or intend to apply for) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or un-patentable 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 and the Preliminary Offering Circular as being owned or licensed or used by them and, to the extent applicable, such rights and licenses held by the Company in any Intellectual Property comprise all the rights and licenses that are in all material respects necessary for the conduct of the businesses as currently conducted by the Company; (B) each agreement pursuant to which the Company has obtained licenses for, or other rights to use,

Intellectual Property is, so far as the Company is aware, legal, valid, binding and enforceable in accordance with its terms, the Company has in all material respects complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company has, to the best of its knowledge, occurred and is continuing under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) there is no, to the best of the Company's knowledge, pending or threatened action, suit, proceeding or claim by others challenging the Company's rights in, or to, or the validity, or enforcement or scope of any Intellectual Property, and there are no facts which so far as the Company is aware could form a reasonable basis for any such action, suit, proceeding or claim; and (D) the Company has not knowingly infringed nor is to the best of its knowledge infringing the intellectual property of a third party, there is no pending or threatened action, suit, proceeding or claim by others that the Company infringes or otherwise violates any trade or service mark, trade or service name, service name or other proprietary rights of others, there are no facts which so far as the Company is aware could form a reasonable basis for any such action, suit, proceeding or claim (if any) and the Company has not received notice of a claim by a third party to the contrary; (E) there are no, to the best of the Company's knowledge, third parties who have or will be able to establish rights to any Intellectual Property; and (F) there is no, to the best of the Company's knowledge, material infringement by third parties of any Intellectual Property;

57. The statements as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Appendix VI – Statutory and General Information – B. Further Information About Our Business – 2. Intellectual Property Rights" are true and accurate in all material respects and not misleading.
58. The processes employed and the products and services sold, provided and dealt in by the Company at any time do not knowingly use, embody or to the best of its knowledge, infringe any rights or interests of third parties in Intellectual Property.
59. All patentable and patented inventions made by employees of the Company and used or intended to be used in the business of the Company were made in the normal course of the duties of the employees concerned and there are no outstanding or, to the best of the Company's knowledge, material potential claims against the Company under any contract or under any applicable Laws providing for employee compensation or ownership in respect of any rights or interests in Intellectual Property.
60. (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct its business as currently conducted or as proposed to be conducted, (B) the Company legally and beneficially owns, or has obtained licenses for, or other rights to use, to the best of its knowledge, all material Information Technology; (C) each agreement pursuant to which the Company has obtained licenses for, or other rights to use, the Information Technology is, so far as the Company is aware, legal, valid, binding and enforceable in accordance with its terms, the Company has in all material respects complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company has, to the best of its knowledge, 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; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company are, to the best of its knowledge, in all material respects, maintained and operated by the Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company; (E) in the event that the persons providing maintenance or support

services for the Company with respect to the Information Technology cease or are unable to do so, the Company has, so far as it is aware, all material 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, to the best of the Company's knowledge, material defects relating to the Information Technology which have caused or might reasonably be expected to cause any disruption or interruption in or to the business of the Company; (G) the Company has in place procedures which it believes to be reasonable and appropriate 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) the Company has in place what it reasonably believes to be adequate back-up policies and disaster recovery arrangements to enable its Information Technology and the data and information stored thereon to be replaced and substituted without disruption to its business; (I) the Company has complied, and is currently in compliance in all material respects and to the best of its knowledge, 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 Company of personally identifiable information; and (J) there has been no, to the best of the Company's knowledge, material security breach or attack or other compromise of or relating to the Company's information technology systems.

Cybersecurity and Data Protection

61. (A) The Company's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are, to the best of the Company's knowledge and in all material respects, adequate for, and operate and perform as required in connection with the operation of the business of the Company as currently conducted; (B) the Company has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with its business and/or the Global Offering, and there have been no, to the best of the Company's knowledge, material breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.
62. (A) The Company has complied in all material respects and to the best of its knowledge with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) the Company is not, so far as it is aware or reasonably expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) the Company is not, to the best of its knowledge, subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant Authority; (D) the Company has not received, to the best of its knowledge, any material notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) the Company has not received, so far as it is aware, any material claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no material outstanding order against the Company in respect of the rectification or erasure of data; (F) no warrant has been issued, to the best of the Company's knowledge, authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents)

to enter any of the premises of the Company for the purposes of, *inter alia*, searching them or seizing any documents or other materials found there; (G) the Company has not received, so far as it is aware, any material communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any material pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of its respective directors, officers and employees; (I) the Company is not aware of any material pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of its respective cl.64, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) the Company has not received, to the best of its knowledge, any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

Compliance with Employment and Labour Laws

63. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company is in compliance, in all material respects, with the labour and employment Laws to the extent where applicable and there is no collective bargaining agreement or extension order applicable to its employees.
64. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and save as required under applicable Laws, (A) the Company does not have, to the best of its knowledge and in all material respects, any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) the Company does not have any, to the best of its knowledge, material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such outstanding payment obligations or unsatisfied liabilities, the Company has set aside sufficient funds so far as it reasonably believes to satisfy the same; (D) there are no, to the best of its knowledge, material amounts owing or promised to any present or former directors, employees or consultants of the Company other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors or senior management or key employees of the Company have, so far as the Company is aware, given or been given notice terminating their contracts of employment; (F) there are currently no, to the best of the Company's knowledge, material proposals to terminate the employment or consultancy of any directors, key employees of the Company or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) the Company does not have any, to the best of its knowledge, 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; (H) no liability has been incurred by the Company, so far as it is aware and in any material respect, for breach of any director's, employee's or consultant's contract of service, 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 the Company; (I) all contracts of service or contracts for services, and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company are, to the best of its knowledge, in all material respects, on usual and normal terms with respect to the Company's industry and all subsisting contracts of service to which the Company is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on

reasonable notice without compensation (except for statutory compensation) and there are no, to the best of its knowledge, material claims pending, threatened or capable of arising against the Company, by any employee, director or third party, in respect of any accident or injury not fully covered by insurance; (J) the Company has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects and to the best of its knowledge with all terms and conditions of such directors' or employees' or consultants' contracts of services or employment or consultancy.

65. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors has a service contract with the Company which is required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
66. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there is (A) no dispute with the directors or employees of the Company and no strike, labour dispute, slowdown or stoppage or other conflict with the directors or employees of the Company pending or to the knowledge of the Company, threatened against the Company, (B) no existing union representation dispute concerning the employees of the Company, and (C) no existing, imminent or to the knowledge of the Company, threatened labour disturbance by the employees of any of the principal suppliers of the Company.

Compliance with Environmental Laws

67. (A) The Company and its properties, assets and operations are, in all material respects, in compliance with applicable Environmental Laws (as defined below), and the Company holds and is, in all material respects, in compliance with all Approvals and Filings and Governmental Licenses required under Environmental Laws; (B) there are no past, present, or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company under, or to interfere with or prevent compliance by the Company with, Environmental Laws; and (C) the Company (i) is not the subject of any investigation, (ii) has not received any notice or claim, (iii) is not a party to or affected by any pending, or threatened action, suit, proceeding or claim, (iv) is not bound by any judgment, decree or order or (v) has not entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any hazardous materials. (as used herein, “**Environmental Law**” means any 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 Laws).

Insurance

68. (A) The Company maintains what it reasonably believes to be adequate insurance covering its business, operations, inventories, properties, assets and personnel with insurers of internationally recognized financial responsibility; (B) nothing has been done or has been omitted to be done whereby any of such insurance has or may be void or voidable and the Company is, to the best of its knowledge, entitled to the full benefits of such insurance; (C) all such insurance is in full force and effect; (D) 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, in all material respects, fully observed and performed by the Company; (E) the Company is in all material respects, in compliance with the terms of all such insurance and there are no material claims by the Company under any such insurance as to which any

insurance company is denying liability or defending under a reservation of rights clause; (F) the Company does not have any reason to believe that it will not be able to renew its existing insurance coverage as and when such policies expire; (G) the Company has not been denied any insurance coverage which it has sought or for which it has applied and there are no material circumstances likely to give rise to such refusal; and (H) no material claim under any insurance policies taken out by the Company is outstanding.

Internal Controls

69. The Company has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific 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 IFRSs 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 material differences, (E) the Company has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRSs, and (F) the Directors are able to make a proper assessment of the financial position and prospects of the Company, 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 have been in operation for at least three years during which the Company has not experienced any difficulties with regard to clauses (A) through (F) above; there are no weaknesses or deficiencies in the internal controls of the Company over accounting and financial reporting and no changes in the internal controls of the Company over accounting and financial reporting or other factors that have adversely affected, or could reasonably be expected to adversely affect, the internal controls of the Company over accounting and financial reporting.
70. The Company has established and maintains and evaluates disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Company is made known in a timely manner to the Board and management of the Company, and (B) the Company and the Board 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 (Winding Up and Miscellaneous Provisions) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “**disclosure and corporate governance controls and procedures**” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).

71. Any material issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
72. The statutory books, books of account and other records of the Company are in its possession, up-to-date and contain complete and accurate records as required by applicable Laws to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been or will be duly and correctly, in all material respects, delivered or made.

Compliance with Bribery, Money Laundering and Sanctions Laws

73. The Company, its subsidiaries, each Warrantor (other than the Company) and , to the best of its knowledge, their respective officers, directors, and their respective agents, representatives, Affiliates and employees and any other person associated with or acting for or on behalf of the foregoing has not (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 authorisation 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 government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, the Cayman Islands, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorised any contribution, payment or gift of funds or property to any government official in Hong Kong, the PRC, the United States or any other applicable jurisdiction of incorporation and where the Company conducts business 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; LNZ Management Limited, Luo Holdings Limited (each a “**Corporate Warranting Shareholder**” and collectively, “**Corporate Warranting Shareholders**”) and, to the best of their knowledge, their respective Affiliates 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, any Warrantor (other than the Company), any director, officer, employee, agent or Affiliate of any Warrantor or any other person acting for or on behalf of the foregoing has violated or is in violation of any

provision of the Anti-Bribery Laws.

74. None of the Company, any Warrantors (other than the Company) or any of their respective officers, directors, agents, representatives, Affiliates and employees and any other person acting for or on behalf of the foregoing is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier, or the respective directors, officers, agents, employees or Affiliates or any other person acting for or on behalf of the foregoing, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company to procure or increase the procurement of the products or services provided by the supplier, or (B) prohibited under any applicable Law of Hong Kong, the Cayman Islands, the PRC, the United States or any other jurisdiction; and the Company maintains and has implemented adequate internal controls and procedures that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value.
75. The operations of the Company and each of the Corporate Warranting Shareholders are and have been conducted at all times, to the best of their knowledge, in compliance with applicable 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 Cayman Islands, the PRC and the United States, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Company 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 each of the Company and each of the Corporate Warranting Shareholders 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 with respect to the Anti-Money Laundering Laws is pending or threatened.
76. 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, 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-Money Laundering Laws or Sanctions (as defined below).
77. Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, the Company, its Subsidiaries, or the Warrantors (other than the Company), nor any of their respective director or officer, nor , to the best of their knowledge, any employee, agent or Affiliate or any other person acting for or on behalf of the foregoing (A) is a person or entity that is, or is owned or controlled by a person or entity that is (i) the subject or target of any sanctions or export control measures 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 (including, without limitation, the designation as a “specially designated national or blocked person” thereunder), 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**”); (ii) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which are, for the avoidance of doubt, Cuba,

Iran, North Korea, the Crimea region, Syria, and the so-called Donetsk People's Republic ("DNR") and the so-called Luhansk People's Republic regions of Ukraine ("LNR") (collectively, the "**Sanctioned Countries**" and each, a "**Sanctioned Country**"); or (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order or (B) has engaged in, or is currently engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country or (C) is or has been in violation of or subject to any action, suit, proceeding or investigation relating to any Sanctions by any Authority.

78. The Company is not a Sanctioned Target/Trader (as defined in the Chapter 4.4 of the HKEX Guide) or has engaged in any Primary Sanctioned Activity and/or Secondary Sanctionable Activity (as defined in the same place), and, except as disclosed in each of the Hong Kong Prospectus and Preliminary Offering Circular, the Company is not aware of any sanctions risks that would undermine its ability to continue its operations.
79. Neither the Company, nor any of its directors, officers, employees, agents, Affiliates or any other person acting for or on behalf of the foregoing, will use, directly or indirectly, any part of the proceeds from the Global Offering, or lend, contribute or otherwise make available such proceeds (A) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is a Sanctioned Person, (B) to fund or facilitate any activities or business of or in any Sanctioned Country, or (C) in any manner that would result in a violation by any person of the Sanctions, including, without limitation, any person participating in the Global Offering, whether as underwriter, advisor, investor or otherwise.

Experts

80. Each of the experts (the "**Experts**") stated in the section headed "Appendix VI – Statutory and General Information – D. Other Information – G. Qualification of Experts" in each of the Hong Kong Prospectus and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (as applicable and as the case may be) in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
81. (A) The factual contents of the reports, opinions, letters or certificates of the Experts are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, the Company does not disagree with any aspect of such reports, opinions, letters or certificates, 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 enquiry; and (B) no material information was withheld from the Industry Consultant, the Internal Control Consultant, the Reporting Accountant or any legal counsel for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

Forward-looking Statements and Statistical or Market Data

82. Each forward-looking statement contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been made or reaffirmed by the Directors with a reasonable

basis and present knowledge and in good faith.

83. All statistical or market-related or operational data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company using systems and procedures which incorporate adequate safeguards to ensure that the data are true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources described therein that are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

Provision of Information

84. Neither the Company nor any of its officers, directors, employees, Affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any information, including forward-looking information (whether qualitative or quantitative) concerning the Company that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or (B) publicly available.

Material Contracts

85. 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 is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction 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 Joint Sponsors and the Joint Global Coordinators, be entered into prior to the Listing Date, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date (as defined below); the Company has not sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and, to the best of its knowledge, no such termination or non-renewal has been threatened by the Company or, so far as the Company is aware, any other party to any such contract or agreement.
86. Each of the contracts listed as being a material contract in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix VI – Statutory and General Information – 2. Further Information About Our Business – A. Summary of Our Material Contracts” and each material contract, agreement or other document disclosed or described in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws. The disclosure of such material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.
87. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company does not have any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not on an arm’s length basis in the ordinary 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 the Company on six months’ notice or less).

88. The Company is not a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.
89. The Company is not a party to a joint venture or shareholders' agreement which is in dispute with the other parties to such joint venture or shareholders' agreement, and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

Business

90. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no relationship, direct or indirect, or transactions not in the ordinary course of business exists between the Company, on the one hand, and any customers, business partners or suppliers of the Company, on the other hand; (B) 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 to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company or any of their respective associates; and (C) the Company has not 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.
91. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, none of the shareholders or directors of the Company 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 period from 1 January 2022 to the date of this Agreement, directly or indirectly, interested in the Company's five largest suppliers or customers.
92. The Company does not have any reason to believe, to the best of its knowledge, that any significant customer, or supplier is considering ceasing or has ceased to deal with the Company, or is considering materially modifying other terms of its dealings with the Company contrary to the manner disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular or materially reducing the extent or value of its dealings with the Company or in a manner inconsistent with its past dealings with the Company.
93. The Company is not 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.
94. The Company is not 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 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).
95. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts or service agreements with current directors or officers of the Company) is or will be outstanding between the Company, on the one hand, and any current or former director or any officer of the Company or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.
96. Except as disclosed in each of the Hong Kong Prospectus or the Preliminary Offering Circular, none of the Warrantors (other than the Company) and their respective shareholders, directors or officers (to the extent applicable), either alone or in conjunction with or on behalf of any

other person, is, to the best of their knowledge and in any material respect, interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Company, nor is any Director (or his/her respective associates) interested, so far as the Company is aware and in any material respect, 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 the Company; none of the Directors, and 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 which is subsisting.

97. The Company is capable of carrying on this business independent of the Controlling Shareholder.

Connected Transactions

98. Except as disclosed in each of the Hong Kong Prospectus or the Preliminary Offering Circular, there will be no connected transactions (as defined under the Listing Rules) between the Company and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering.

Taxation

99. (A) All returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are true and accurate in all material respects and not misleading and are not the subject of any dispute with any Taxing or other Authority and, there are no, to the best of its knowledge, material circumstances giving rise to any such dispute; (B) all Taxation due or claimed to be due from the Company have been duly and timely paid, in all material respects; (C) there is no material deficiency for Taxation of any amount that has been asserted against the Company; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular included, in all material respects, appropriate provisions required under IFRSs for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information” and “Regulatory Overview”, insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading.
100. Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company by any Authority (“**Preferential Tax Treatments**”) is in all material respects, valid and in full force and effect; the Company has filed all material necessary filings and is in compliance, in all material respects, with all requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and the actual operations and business activities of the Company are, to the best of its knowledge, sufficient to meet the qualifications for their Preferential Tax Treatments; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any material misstatement or omission that would have affected the granting of their Preferential Tax Treatments; the Company has not received notice of any deficiency in its applications for its Preferential Tax Treatments that would have affected the granting of their Preferential Tax Treatments, and the Company is not aware of any material reason why the Company may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.
101. No stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxation are payable in Hong

Kong, the Cayman Islands, the PRC, the U.S., the European Union (or any member thereof) or any other relevant jurisdiction (as the case may be) or to any Taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, 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, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the subsequent purchasers in the manner contemplated in each of the Hong Kong Prospectus and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

- 102.** The Company has not been nor is currently the subject of an enquiry into transfer pricing by any Authority and no Authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

Dividends

- 103.** All dividends and other distributions declared and payable on the Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the Cayman Islands, or the PRC (as the case may be) or any Taxing or other Authority thereof or therein.

United States Aspects

- 104.** None of the Warrantors, any of their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) (to the extent applicable) and any person acting for or on behalf of any of the foregoing (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) (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 any “directed selling efforts” within the meaning of Rule 902 under the Securities Act .
- 105.** Other than as contemplated under the Global Offering and except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Warrantors, any of their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) (to the extent applicable), or any other person acting on its or their behalf (other than the Underwriters, as to whom no representation is given) has offered or sold, any securities during the six-month period preceding the date hereof, including any offer or sale 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 hereunder.
- 106.** The Company is a “foreign issuer” (as such term is defined in Regulation S under the Securities Act).
- 107.** 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.

Market Misconduct

- 108.** None of the Warrantors and their respective directors, officers, employees, agents, Affiliates or controlling persons (to the extent applicable) or any person acting for or on behalf of the foregoing, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall coordinators have notified the Company of the completion of the distribution of the Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares or any associate securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK and the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 109.** None of the Warrantors and its directors, officers, employees, agents, Affiliates or controlling persons (to the extent applicable), nor any person acting for or on behalf of the foregoing, (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, 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 stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

Immunity

- 110.** Under the Laws of Hong Kong, the Cayman Islands, the PRC and the U.S., none of the Warrantors nor any of their respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or 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.

Choice of Law and Dispute Resolution

- 111.** (A) The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong, the Cayman Islands, and the PRC; (B) (i) the agreement by the Warrantors to resolve any dispute by arbitration pursuant to Clause 16.2 of this Agreement, (ii) the irrevocable submission by the Warrantors to non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought pursuant to Clause 16.3 of this Agreement (iii) the waiver by the Warrantors of (a) any objection to the venue of an action, suit or proceeding, (b) the waiver and agreement not to plead an inconvenient forum and (c) the waiver of immunity on the grounds of sovereignty or otherwise and (iv) 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 PRC, the Cayman Islands, and Hong Kong and will be respected by the courts of the PRC, the Cayman Islands, and Hong Kong; (C) service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC, the Cayman Islands, and Hong Kong are concerned, to confer valid personal jurisdiction over the Company and the Warrantors, as applicable; and (D) any arbitral award obtained pursuant to Clause 16 of this Agreement will be recognised and enforced by the courts of Hong Kong, the Cayman Islands, and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

Professional Investor

112. Each of the Warrantors has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 to this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such applicable notice, in which the expressions “you” or “your” shall mean the Warrantors and “we” or “us” or “our” shall mean the Joint Sponsors, the Overall coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMI and the Hong Kong Underwriters.

No Other Arrangements Relating to the Sale of the Offer Shares

113. There are no contracts, agreements or understandings between any of the Warrantors 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 any Warrantor or any Underwriter for brokerage commissions, finder’s fees, broker’s or agent’s commission or other payments 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 and the Preliminary Offering Circular.
114. None of the Warrantors or their respective Affiliates (to the extent applicable) 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 .
115. None of the Warrantors nor any of their respective directors (to the extent applicable) has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents and the Preliminary Offering Circular. Neither the Company nor any its director, officer, agent, employee or Affiliate is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

Placing in the International Offering

116. Neither the Company, nor any of its 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 HKEX Guide.
117. Pursuant to Chapter 4.15 of the HKEX Guide, no preferential treatment has been, nor will be, given to any existing shareholders or their respective close associates by virtue of their relationship with the Company in any allocation in the International Offering.

Directors and officers

118. Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Joint Sponsors, the Overall coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMI, the Hong Kong Underwriters or counsel for the Underwriters in connection with the offering of the Shares shall be deemed a representation and warranty by the Warrantors, as to matters covered thereby, to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, CMI and each Underwriters.

119. The Directors have been duly and validly appointed and are the only directors of the Company.

**Part B: Additional Representations and Warranties of
the Controlling Shareholders**

Each of the Controlling Shareholders jointly and severally represents and warrants to, and agrees with, the Joint Sponsors, the Sponsor OCs, the Overall coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMIs and the Hong Kong Underwriters and each of them as follows:

Capacity

1. Each Corporate Warranting Shareholder has been duly incorporated and is validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, and each Corporate Warranting Shareholder has the corporate power and authority and/or legal capacity, as the case maybe, to execute, deliver this Agreement, the International Underwriting Agreement and the Operative Documents and perform its obligations hereunder and thereunder.
2. As at the date of this Agreement, the Controlling Shareholders are the legal and beneficial owner of the issued share capital of the Company as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
3. The Controlling Shareholders are not entitled to any preemptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Controlling Shareholders to sell Shares or any other securities of the Company, and there are no securities held by the Controlling Shareholders which are convertible into or exchangeable for any equity securities of the Company.

Execution of Agreements

4. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents and other documents required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents (as applicable), the listing of the Shares on the SEHK, 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 a lien, charge or Encumbrance on any property or assets of the Controlling Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of the Controlling Shareholders or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any member of the Controlling Shareholders is a party or by which such member of the Controlling Shareholders is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to such member of the Controlling Shareholders or its properties or assets or (D) any judgement, order or decree of any government body, agency or court having jurisdiction over such member of the Controlling Shareholders.
5. No consent, approval, authorisation or order of, or qualification or any filings, registration with, submissions, postings, or applications with, any Authority is required for the performance by the Controlling Shareholders of their respective obligations under this Agreement, the International Underwriting Agreement or the Operative Documents.

Information Provided

6. All information included in each of the Hong Kong Prospectus and the Preliminary Offering Circular with respect to the Controlling Shareholders did not contain an untrue statement of a material fact nor omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

No Winding Up Application

7. Neither the Controlling Shareholders 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 any of the Corporate Warranting Shareholders or their subsidiaries (if any) or (B) withdraw, revoke or cancel any Approvals and Filings and Governmental License under any Laws applicable to, or from or with any Authority having jurisdiction over any of the Corporate Warranting Shareholders, their subsidiaries (if any) or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Corporate Warranting Shareholders and their subsidiaries (if any).
8. Mr. Luo has not declared or become bankrupt and has no reason to believe that he may become bankrupt.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

Resolutions and Constitutional Documents

1. Four certified true copies of the written resolutions of the Shareholders passed on 3 September 2025 in relation to the Global Offering referred to in Appendix IV to the Hong Kong Prospectus.
2. Four certified true copies of the resolutions of the Board, or a committee of the Board of the Company:
 - 2.1 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;
 - 2.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Shares pursuant thereto;
 - 2.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Final Offering Circular;
 - 2.4 approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - 2.5 approving the Verification Notes.
3. Four certified true copies of the resolution of the Board dated 12 December 2023 approving matter relating to the Company's listing application.
4. Four certified true copies of the certificate of incorporation of the Company.
5. Four certified true copies of the Certificate of Registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.
6. Four certified true copies of each of the memorandum of association of the Company and the Articles of Association.

Hong Kong Public Offering Documents

7. Four printed copies of each of the Hong Kong Prospectus (English and Chinese) duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorized attorneys, Four certified true copies of the relevant powers of attorney.
8. Four certified true copies of each of the letters from each of the experts (other than the Joint Sponsors) referred to in the paragraph headed “E. Other Information — 8. Consent of experts” in Appendix IV to the Hong Kong Prospectus containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties’ names, and where relevant their reports and letters in the form and context in which they are included.

9. Four certified true copies of the certificates as to the accuracy of the Hong Kong Public Offering Documents and the Formal Notice given by the relevant translator thereof together with a certified true copy of a certificate issued by Toppan Nexus Limited as to the competency of such translator, in such form previously agreed with the Joint Sponsors and the Overall Coordinators.
10. Four certified true copies of the letter of approval in principle issued by the SEHK.
11. Four certified true copies of the authorisation to register the Hong Kong Prospectus issued by the SEHK.
12. Four certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.
13. Four certified true copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
14. Four certified true copies of the CSRC Filing notice regarding the Global Offering.

Director-related Documents, Material Contracts and Other Agreements

15. Four certified true copies of the responsibility letter, power of attorney (except as already provided in item 7 above) and statement of interests signed by each of the Directors.
16. Four certified true copies of each of the material contracts referred to in the paragraph headed “B. Further Information about Our Business – 1. Summary of material contracts)” (other than this Agreement) in Appendix IV to the Hong Kong Prospectus.
17. Four certified true copies of the service contracts or letters of appointment of each of the Directors.
18. Four certified true copies of the Registrar Agreement duly signed by the parties thereto.
19. Four certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

Accounts and Financial-related Documents

20. Four signed originals of the Accountant’s Report of the Company dated the Hong Kong Prospectus Date from the Reporting Accountant, the text of which are contained in Appendix I to the Hong Kong Prospectus.
21. Four signed originals of the letters from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information, the text of which are contained in Appendix II to the Hong Kong Prospectus.
22. Four signed originals of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, copying the Joint Sponsors, confirming in relation to the indebtedness statement contained in the Hong Kong Prospectus.
23. Four signed originals of the letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Company, copying the Joint Sponsors, regarding the sufficiency of the Company’s working capital.
24. Four signed originals of the memorandum on the profit forecast and cash flow forecast adopted by the Board and reviewed by the Reporting Accountant in connection with their letters on the Company’s sufficiency of working capital.

25. Four signed originals of the Hong Kong comfort letter from the Reporting Accountant, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.

Verification, Confirmation and Undertakings

26. Four sets of signature pages to the Verification Notes.
27. Four certified true copies of the undertaking from the Controlling Shareholder to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
28. Four certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Legal Opinions and Related Documents

29. Four sets of signature pages to the legal opinions from CM Law Firm, legal adviser to the Company as to PRC laws, dated the Hong Kong Prospectus Date, addressed to the Company, in respect of the general matters and property interest of the Group under PRC Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
30. Four sets of signature pages to the legal opinion from Zhong Lun Law Firm, the legal adviser to the Company as to PRC data laws, dated the Hong Kong Prospectus Date, addressed to the Company, in respect of the data-related matters of the Group under PRC Laws, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
31. Four sets of signature pages to legal opinions from Han Kun Law Offices, the legal adviser to the Underwriter as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
32. Four sets of signature pages to legal opinions from Jingtian & Gongcheng, the legal adviser to the Underwriter as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
33. Four sets of signature pages to the legal opinions from Harney Westwood & Riegels, the legal adviser to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters in respect of, among others, (i) the due incorporation and good standing of the Company; and (ii) certain other matters of Cayman Islands Law pertaining to the Global Offering, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
34. Four sets of signature pages to the legal opinions from Harney Westwood & Riegels, the legal adviser to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters in respect of, among others, the use of the Chinese name by the Company.
35. Four sets of signature pages to the letters from Harney Westwood & Riegels, the legal adviser to the Company as to Cayman Islands Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters in respect of, among others, summary of certain aspects of the corporate law

of the Cayman Islands, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

Expert Opinions and Reports

36. Four sets of signature pages of the industry overview report dated the Hong Kong Prospectus Date from Industry Consultant.
37. Four sets of signature pages of the internal control report prepared by the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

Part B

1. Four signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountant, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, and the Hong Kong Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
2. Four signed originals of Regulation S comfort letter dated, respectively, the date of the International Underwriting Agreement and the Listing Date from the Reporting Accountant to the Directors, the Overall Coordinators (for themselves and on behalf of the International Underwriters) and the Joint Global Coordinators, in form and substance satisfactory to the Joint sponsors and Joint Global Coordinators, which letters shall cover the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
3. Four sets of signature pages to the closing legal opinion from CM Law Firm, legal adviser to the Company as to PRC Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
4. Four sets of signature pages to the closing legal opinion from CM Law Firm, legal adviser to the Company as to PRC Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Four sets of signature pages to the closing legal opinion from Zhong Lun Law Firm, legal adviser to the Company as to PRC data Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
6. Four sets of signature pages to the closing legal opinion from Han Kun Law Offices, legal adviser to the Underwriters as to PRC Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. Four sets of signature pages to the closing legal opinion from Jingtian & Gongcheng, legal adviser to the Underwriters as to PRC Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
8. Four signed originals of the Hong Kong legal opinions from Tian Yuan Law Firm LLP, legal adviser to the Company as to Hong Kong laws, addressed to the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and dated the Listing Date, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Four signed originals of the Hong Kong legal opinions from DLA Piper Hong Kong, legal adviser to the Underwriters as to Hong Kong laws, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and dated the Listing Date, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. Four sets of signature pages to the legal opinions from Harney Westwood & Riegels, the legal adviser to the Company as to Cayman Islands Laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters in respect of, among others, (i) the due incorporation and good standing of the Company; and (ii) certain other matters of Cayman Islands Law pertaining to the Global Offering, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

11. Four sets of signature pages to the letters from Harney Westwood & Riegels, the legal adviser to the Company as to Cayman Islands Laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters in respect of, among others, summary of certain aspects of the corporate law of the Cayman Islands, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. Four sets of signature pages to the legal opinions from Harney Westwood & Riegels, the legal adviser to the Company as to Cayman Islands Laws, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Underwriters in respect of, among others, the use of the Chinese name by the Company.
13. Four signed originals of the certificate of the executive Directors of the Company, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement, 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.
14. Four signed originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Controlling Shareholders contained in this Agreement.
15. Four certified true copies of the certificate issued by the joint company secretaries of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
16. Four signed originals of the certificate of the financial director of the Company, dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountant.
17. Four certified true copies of the Price Determination Agreement duly signed by the parties thereto.
18. Four sets of signature pages of Luo Holdings Limited to the Stock Borrowing Agreement.
19. Four certified true copies of the written resolutions of the Board (or a duly authorised committee of the Board) approving the determination of final Offer Price and basis of allotment.
20. Four certified true copies of the letter issued by the Stock Exchange approving the listing of the Shares.

SCHEDULE 5

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 or by giving electronic application instructions to HKSCC via HKSCC's FINI system complying in all respects with the terms set out in the section headed "How to apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter 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. If all the Hong Kong Offer Shares shall not have been validly both applied and paid for in the manner referred to in this Agreement, each Hong Kong Underwriter will, subject to the provisions of this Agreement, be obliged to take up the proportion of the shortfall that (a) its net underwriting participation (that is, its underwriting participation pursuant to Clause 4 less the aggregate number of Hong Kong Offer Shares for which the Hong Kong Underwriters' Applications have been made by it or procured to be made by it to the extent that they have been accepted and up to the limit of its underwriting participation), bears to (b) the aggregate of the underwriting participation of all the Hong Kong Underwriters including itself less the aggregate number of Hong Kong Offer Shares for which Hong Kong Underwriters' Applications have been made (including by itself).
4. The obligations of the Hong Kong Underwriters determined pursuant to paragraph 3 above may be rounded, as determined by the Overall Coordinators in their sole discretion, to avoid fractions. The determination of the Overall Coordinators shall be final and conclusive.
5. 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 6
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the SEHK and the website of the Company (www.91160.com) on 9 September 2025.

SCHEDULE 7
PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1. For the purpose of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong), as follows:
 - 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 its 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. We have categorised you as a Corporate Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3. As a consequence of your categorisation as a Corporate Professional Investor and our assessment of you as satisfying the criteria set out in paragraph 15.3A(b) of the Code (i.e. that you have the appropriate corporate structure and investment process and controls, the person(s) responsible for making investment decisions on behalf of you has/have sufficient background, and you are aware of the risks involved in relation to the relevant products and/or markets to be invested in under this Agreement), we are not required to fulfil certain requirements under paragraphs 15.4 and 15.5 of the Code and other Hong Kong regulations (summarised 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). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

3.1. Client agreement

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

3.2. Risk disclosures

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

3.3. Information about us

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

3.4. Prompt confirmation

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

3.5. Information about clients

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

3.6. Nasdaq-Amex Pilot Program

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

3.7. Suitability

When making a recommendation or solicitation, we are not required to ensure that such recommendation or solicitation is suitable for you.

3.8. Investor characterization/disclosure of transaction related information

We are not required to assess your knowledge of derivatives and characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information (as set out in paragraph 8.3A of the Code) to you.

3.9. Discretionary accounts

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account without your specific authority, or to explain such authority to you or re-confirm it with you on an annual basis, or to disclose to you benefits receivable for effecting transactions for you under a discretionary account.

3.10. Complex products

We are not required to ensure that a transaction in a complex product is suitable for you, to provide sufficient information about a complex product to you or to provide you with warning statements.

4. You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.
6. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience 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.
7. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
8. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipt 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.

B. Individual Professional Investor

1. For the purpose of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong), as follows:
 - 1.1. an individual having a portfolio of not less than HK\$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant, or (iii) a public filing submitted by or on behalf of the individual, when any

one or more of the following are taken into account: (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate, or (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

2. We have categorised you as an Individual Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
3. As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised 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 an Individual Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.
 - 3.1. Information about us

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

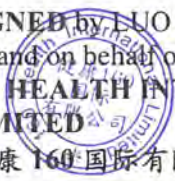
We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.
 - 3.3. Nasdaq-Amex Pilot Program

If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.
4. You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.
6. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequence of consenting to being treated as an Individual Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
7. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the

Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required

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

SIGNED by LUO Ningzheng
for and on behalf of
**160 HEALTH INTERNATIONAL
LIMITED**
(健康 160 国际有限公司)
in the presence of



12

谢小倩

谢小倩.

SIGNED by LUO NINGZHENG

(罗宁政)

in the presence of

谢小伟

谢小伟

12

SIGNED by LUO Ningzheng
for and on behalf of
LNZ MANAGEMENT LIMITED
in the presence of

邵小倩

邵小倩.

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)
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SIGNED by LUO Ningzheng
for and on behalf of
LUO HOLDINGS LIMITED
in the presence of

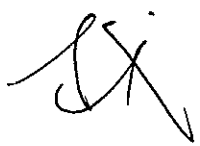
謝永偉

謝永偉

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SIGNED by YU Lili)
for and on behalf of)
SHENWAN HONGYUAN CAPITAL)
(H.K.) LIMITED)

Yu Lili

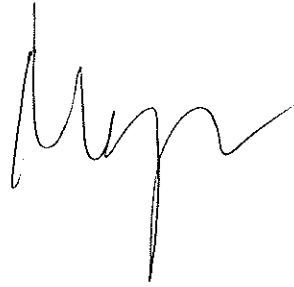
SIGNED by CHEN Cheng )
for and on behalf of)
SHENWAN HONGYUAN CAPITAL)
(H.K.) LIMITED)

SIGNED by XU Shaobo
for and on behalf of
ZERO2IPO CAPITAL LIMITED

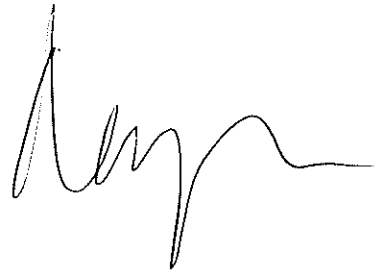
)
)
)

Xu Shaobo

SIGNED by Ruihan Yin)
for and on behalf of)
SHENWAN HONGYUAN SECURITIES)
(H.K.) LIMITED)

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

SIGNED by Ruihan Yan)
)
for and on behalf of)
SHENWAN HONGYUAN SECURITIES)
(H.K.) LIMITED as attorney for and on)
behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

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

SIGNED by JIANG Jun)
for and on behalf of)
ZERO2IPO SECURITIES LIMITED)



SIGNED by JIANG Jun)
)
for and on behalf of)
ZERO2IPO SECURITIES LIMITED)
as attorney for and on behalf of each of the)
other)
HONG KONG UNDERWRITERS)
(as defined herein))

