  
Wu Suozheng  
Director  
June 21, 2024

## 股权转让合同

甲方（转让方）：西安经发集团有限责任公司

法定代表人：彭晓晖

注册地址：西安经济技术开发区文景路中段 16 号白桦林国际 A 座 10-11 层

乙方（受让方）：西安经发物业股份有限公司

法定代表人：吴锁正

注册地址：西安市未央路 132 号

鉴于：

1. 甲方为依据中国法律设立并合法存续的法人机构，统一社会信用代码 916101327299533089；乙方为依据中国法律设立并合法存续的法人机构，统一社会信用代码 91610132726260274U；本合同所涉及之标的企业西安经发保洁有限公司（以下简称“标的企业”）是合法存续的并由甲方合法持有 100% 股权的企业法人，统一社会信用代码 91610132791662886D；

2. 乙方依本合同的约定受让甲方所拥有的转让标的企业事项，已依法和按照章程的规定履行了批准或授权程序；

3. 甲方对本合同项下的转让标的企业拥有合法、有效和完整的处分权；乙方受让本合同项下转让标的企业符合法律、法规的规定，并不违背中国



境内的产业政策：

4. 为签订本合同，甲乙双方方向对方提交的各项证明文件及资料均为真实、准确、完整的；

5. 甲方承诺转让标的企业未被任何有权机构采取查封、冻结等强制性措施，也未设置任何可能影响股权转让的担保或限制，包括但不限于在该股权上设置质押或任何影响股权转让或股东权利行使的限制或义务；

6. 甲乙双方签订本合同所需的包括但不限于授权、审批、公司内部决策等在内的一切手续均已合法有效取得，本合同成立和股权交易的前提条件均已满足。

根据《中华人民共和国民法典》、《中华人民共和国公司法》和《企业国有资产交易监督管理办法》等相关法律、法规、规章的规定，甲乙双方遵循自愿、公平、诚实信用的原则，经友好协商，就甲方向乙方转让其拥有的西安经发保洁有限公司的股权相关事宜达成一致，签订本股权转让合同（以下简称“本合同”）如下：

### **第一条 转让标的**

1.1 本合同转让标的为甲方所持有的标的企业西安经发保洁有限公司100%股权。

1.2 转让标的上未作过任何形式的担保，包括但不限于在该股权上设置质押或任何影响股权转让或股东权利行使的限制或义务。转让标的也未被任何有权机构采取查封、冻结等强制性措施。

### **第二条 标的企业**

2.1 本合同所涉及之标的企业西安经发保洁有限公司是合法存续的并由甲方合法持有其100%股权的有限责任公司，具有独立的企业法人资



格。

2.2 标的企业的财务状况经拥有审计资质的希格玛会计师事务所审计，出具了以 2022 年 10 月 31 日为审计基准日的《西安经发保洁有限公司审计报告》（以下简称“审计报告”）。

2.3 标的企业的全部资产经拥有评估资质的新兰特房地产资产评估有限公司评估，出具了以 2022 年 10 月 31 日为评估基准日的《西安经发保洁有限公司股东全部权益价值项目资产评估报告》（以下简称“评估报告”）。

### 第三条 转让方式

根据《企业国有资产交易监督管理办法》规定，上述股权采用非公开协议转让的方式，确定乙方为受让人，签订本合同，实施股权交易。

### 第四条 交易价款及支付

#### 4.1 交易价款

根据标的企业整体资产评估价值，经甲、乙双方协商确定并报相关部门批准，甲方将本合同项下转让标的以人民币 7569.11 万元（大写：柒仟伍佰陆拾玖万壹仟壹佰圆整）转让给乙方。

#### 4.2 计价货币

上述交易价款以人民币作为计价单位。

#### 4.3 交易价款支付方式

完成标的企业工商变更登记后 5 个工作日内，支付交易价款的 30%（即 2270.73 万元）；2023 年 3 月 31 日之前，支付交易价款的 30%（即 2270.73 万元）；剩余款项在 2023 年 7 月 31 日前完成支付。

#### 4.4 交易价款的结算账户



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甲方指定的结算账户如下：

账户名称：西安经发集团有限责任公司

开户行：招商银行西安城北支行

银行账号：296880525810001

### **第五条 转让交割事项**

5.1 甲、乙双方应履行或协助履行向审批机关申报的义务，并尽最大努力，配合完成任何审批机关提出的合法要求和质询，以获得审批机关对本合同及其项下股权交易的批准。

5.2 甲、乙双方就本合同项下的股权交易获得审批机关批准后5个工作日内，甲、乙双方应共同促使标的企业到登记机关办理相应股权变更登记手续且应给予对方必要的协助与配合。登记机关办理完毕股权变更登记手续之日，视为股权交割日。

### **第六条 过渡期安排**

本合同过渡期内(过渡期指审计、评估基准日至股权交割日的期间)，甲、乙双方对标的企业及其资产负有善良管理义务，过渡期损益归受让方所有。甲、乙双方应保证和促使标的企业的正常经营，过渡期内标的企业出现的任何不利影响，甲、乙双方应及时互相通知并作出妥善处理。

### **第七条 相关税费的承担**

本合同项下股权交易过程中所产生的相关税费，依照有关规定由甲、乙双方相应承担。

### **第八条 转让涉及的债权债务处理方案**

8.1 乙方受让股权后，标的企业所涉及的全部合法有效的债权、债务，仍由标的企业负责与承担。



8.2 本条所称标的企业所涉及的全部合法有效的债权、债务指《审计报告》、《评估报告》中记载和披露的债权、债务。

### 第九条 标的企业遗留问题的处理

甲方应积极配合标的企业遗留问题的处理和整改,甲乙双方共同促进标的企业合规运营。

### 第十条 违约责任

10.1 合同履行期间内,任何一方违约,应向对方承担相应违约责任,违约金数额为交易价款的 0.1%。违约金不足以弥补损失的,守约方有权进行追偿。

10.2 本合同生效后,双方应严格按照本合同约定内容履行各自义务,非因不可抗力或政府政策原因,任何一方不得擅自终止本合同履行,否则,另一方有权单方面解除本合同,并有权要求违约方承担因擅自终止本合同履行所产生的全部责任及损失。

### 第十一条 合同的变更和解除

11.1 当事人双方协商一致,可以变更或解除本合同。

11.2 发生下列情况之一时,一方可以解除本合同。

(1) 由于不可抗力或不可归责于双方的原因致使本合同的目的无法实现的;

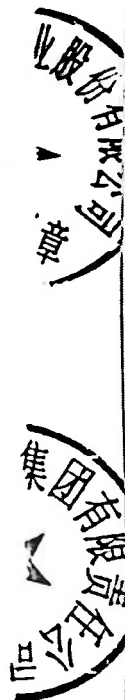
(2) 另一方丧失实际履约能力的;

(3) 另一方严重违约致使不能实现合同目的的;

(4) 其他违约情形的。

### 第十二条 法律适用及争议解决

12.1 本合同股权交易中的行为均适用中华人民共和国法律、法规及



相关规定。

12.2 有关本合同的解释或履行，当事人之间发生争议的，应由双方协商解决；协商解决不成的，依法向合同签订地有管辖权的人民法院起诉。

### **第十三条 合同的生效**

本合同自甲、乙双方加盖公章并经法定代表人或授权代表签字或盖章之日起成立并生效。

### **第十四条 其他**

14.1 甲、乙双方对本合同内容的变更、补充或解除，均应采用书面形式订立。

14.2 本合同一式六份，甲乙双方各执两份，标的企业一份，办理工商变更手续一份。

(以下无正文)



(此页无正文，为西安经发保洁有限公司 100%股权转让项目《股权转让合同》签章页)

甲方（盖章）：西安经发集团有**限**责任公司

法定代表人或授权代表**（签字或盖章）**：



彭晓晖

乙方（盖章）：西安经发物**业**股份有限公司

法定代表人或授权代表**（签字或盖章）**：



吴锁

签订地点：西安市经开区

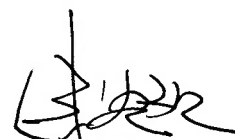
签订日期：2022年12月27日





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Certified True Copy by:



Cheng Hongrang  
Director

June 21, 2024

合同编号: \_\_\_\_\_

# 产 权 交 易 合 同

**转 让 方:** 西安经发物业股份有限公司

**受 让 方 1:** 西安六潮品牌运营管理有限责任公司

**受 让 方 2:** 西安瀚盈普益资本管理有限公司

**签约地点:** 西安市

**订立时间:** 2022 年 12 月



## 合同使用须知

一、本合同文本是根据《中华人民共和国民法典》、《企业国有资产交易监督管理办法》（国务院国资委、财政部令第32号）、《企业国有产权交易操作规则》（国资发产权[2009]120号）、《关于企业国有资产交易流转有关事项的通知》（国资发产权规[2022]39号）、《西安市公共资源交易管理办法》等法律法规及相关规定制定的示范文本。构成本合同示范文本要件合同条款均为提示性适用条款。条款所列内容，包括括号中所列内容，均由合同当事人约定时选择采用。

二、为更好地维护各方当事人的权益，签订合同时应当慎重，力求具体、严密。订立具体条款，需要约定的必须表述清楚，无须约定的用“本合同不涉及此条款”或“本合同对此条款无须约定”加以载明。

三、转让方：指转让标的的产权所有人、产权出资人或资产处置人。

四、受让方：指通过西安市公共资源交易中心，以协议转让或拍卖或招投标等方式有偿取得产权的法人或自然人或其他组织。

五、合同涉及当事人基本概况的填写：应按合同文本要求载明，企业类型按出让方、受让方的营业执照所确定的类型填写。当事人如系自然人的，应载明其姓名、国籍、身份证号码（护照号码）、居住地址、邮编、电话、开户银行帐号等。合同涉及的出让方、受让方是多方的，均应分别载明。

六、产权转让的标的：指法人、自然人或其他组织合法拥有的产（股）权（整体或部分），包括土地使用权、房屋建筑、设备、车辆、技术项目、商标权、专利权等。

七、转让价格：企业国有产权转让必须经资产评估确认后，作为转让价格的参考依据。未经资产评估直接以竞价或协议方式确定价格的，一般只适用非公有经济性质的产权。

八、甲乙丙三方可参照本合同格式签订产权交易合同，包括但不限于以下条款，未尽事宜需按照《企业国有资产交易监督管理办法》（国务院国资委、财政部令第32号）的相关要求进行约定。

## 本合同涉及的当事人

**甲方（转让方）： 西安经发物业股份有限公司**

注册地址：未央路 132 号 邮编：710016

法定代表人：吴锁正 职务：董事长

企业类型：其他有限公司 电话：86532305

开户银行：中国银行西安文景路支行 帐号：103200817718

**乙方（受让方 1）：西安六潮品牌运营管理有限责任公司**

注册地址：曲江新区翠华路 808 号科泰大厦 14 楼 2005 室 邮编：710000

法定代表人：贺宇 职务：总经理

(或授权代表)

企业类型：其他有限公司 电话：15191585935

开户银行：招商银行西安城南支行 账号：129909361710601

**丙方（受让方 2）：西安瀚盈普益资本管理有限公司**

注册地址：浐灞生态区思普瑞钛茂 B 栋 7 层 702 号 邮编：710016

法定代表人：姚建宇 职务：总经理

(或授权代表)

企业类型：其他有限公司 电话：13002981188

开户银行：招商银行西安城南支行 账号：129909240410501

根据国家法律、法规和有关规定，产权交易当事人遵循自愿、公平、诚信的原则订立本合同，以资共同遵守。

鉴于：

1. 西安经开物业管理有限责任公司 公司（以下简称“标的公司”）成立于 2009 年，注册资金为人民币 300 万元，系 西安经发物业股份有限公司 出资 300 万元、公司出资 0 万元、0 公司出资 0 万元。

2. 经评估（审计），截止 2022 年 6 月 30 日，标的公司 资产合计为人民币 1,833,944.93 元，负债合计为 240,237.92 元，净资产为 1,593,707.01 元。

3. 本次转让，各方当事人已被授权。

### **第一条 产权转让的标的**

甲方将所拥有（持有）标的公司 35% 的股权有偿转让给乙方。

甲方将所拥有（持有）标的公司 25% 的股权有偿转让给丙方。

### **第二条 产权转让的价格**

甲方将标的公司 35% 的股权以人民币（大写） 伍拾伍万柒仟柒佰玖拾柒元肆角伍分（557,797.45 元）（产权转让总价款）转让给乙方。

甲方将标的公司 25% 的股权以人民币（大写） 叁拾玖万捌仟肆佰贰拾陆元柒角伍分（398,426.75 元）（产权转让总价款）转让给丙方。

### **第三条 产权转让的方式**

上述产权经资产评估确认后，通过公共资源交易机构挂牌，采用 协议转让（协议转让、拍卖、招投标）的方式，确定受让方和转让价格，签订产权交易合同，实施产权交易。

### **第四条 产权转让涉及的企业职工安置**

经甲乙丙三方协定，采用如下方式处理：

本次产权转让不涉及企业职工安置。

### **第五条 产权转让涉及的债权、债务的承继和清偿办法**

经甲乙丙三方协定，采用如下方式处理：

标的公司在出具评估报告时所列明的原债权债务仍由标的公司对外承担。如乙/丙方收购完成后，发现有评估报告内容以外的或有债务产生，该部分应由甲方承担。

### **第六条 产权转让中涉及的资产处置**

经甲乙丙三方协定，采用如下方式处理：

本次产权转让不涉及资产处置。

### **第七条 产权转让中涉及的无形资产处置**

因产权转让导致国家出资企业及其子企业失去标的企业实际控制权的，交易完成后标的企业不得继续使用国家出资企业及其子企业的字号、经营资质和特许经营权等无形资产，不得继续以国家出资企业子企业名义开展经营活动。

经甲乙丙三方协定，采用如下方式处理：

本次产权转让后，同意由原股东将标的公司合并报表。

## 第八条 产权转让价款的支付方式、期限和付款条件

经甲乙丙三方约定，产权转让总价款采取（ 一次性付清  分期付款）方式。

### 1. 一次付清的方式

标的公司股权转让比例为 60%，总价款为（人民币 956,224.20 元），依据转让公告可拆分转让事宜，其中乙方受让比例为 35% 股权，即股权转让款（人民币）557,797.45 元；其中丙方受让比例为 25% 股权，即股权转让款（人民币）398,426.75 元，根据转让方设立全额保证金条件，两笔款分别为此次股权转让保证金。乙方、丙方已缴纳的保证金 557,797.45 元和 398,426.75 元在本合同签订生效后自动转为产权转让价款。交易结束后，经甲方申请，交易中心将产权转让价款汇至甲方指定账户。

### 分期付款的方式

乙方首期付款不得低于对应转让总价款的 30%，合计人民币（大写）    万元；丙方首期付款不得低于对应转让总价款的 30%，合计人民币（大写）    万元。在产权交易合同签订之日起五个工作日内，乙方、丙方应分别将首期付款支付至西安市公共资源交易中心指定账户；其余款项于     年     月     日（首期付款之日起一年内）付讫，并提供转让方认可的合法有效担保，并按同期银行贷款利率向甲方支付延期付款期间的利息。（按《企业国有资产交易监督管理办法》（国务院国资委、财政部令第 32 号）规定办理）

## 第九条 产权交割事项

甲方应当在本合同签订后，按照“产权交割清单”，于     年     月     日 至 年     月     日 期间，完成产权转让的交割。

产权转让后三方权益划分基准日以在工商行政管理部门的变更登记日为准。

## 第十条 权证的变更

经甲乙丙三方当事人协商并共同配合，由 甲 方在 30 日 期限内完成转让产权的权证变更手续。

## 第十一条 违约责任

1. 任何一方发生违约行为，都必须承担违约责任。
2. 乙、丙方如未能按期支付本合同转让标的价款，或甲方未能按期交割本合同标的，每逾期一天，应分别按对应产权转让总价款的 3 %，向对方支付违约金。
3. 经甲乙丙三方协商，也可以另行约定其他违约责任承担方式。

## 第十二条 争议的解决方式

甲乙丙三方在履行本合同过程中若发生争议，可协商解决；或选择以下第 2 种方式解决：

1. 提交西安仲裁委员会按照该会仲裁规则仲裁。
2. 依法向标的公司所在地有管辖权的人民法院起诉。

### 第十三条 合同的变更和解除

发生下列情形的，可以变更或解除合同：

1. 因情况发生变化，双方当事人经过协商同意，且不损害国家和社会公共利益的。
2. 因不可抗力因素致使本合同的全部义务不能履行的。
3. 一方当事人在合同约定的期限内，因故没有履行合同，另一方当事人予以认可的。
4. 因本合同中约定的变更或解除合同的情况出现的。

甲、乙双方同意解除本合同，甲方应将乙方的已付款项全额返回给乙方。

凡合同变更或解除，甲乙丙三方必须签订变更或解除合同书，同时报请公共资源交易机构备案。

### 第十四条 甲乙丙三方的承诺

1. 甲方向乙方承诺转让的产权是真实、合法、完整的，没有下列隐瞒事实：

- (1) 隐匿法院查封资产的情形；
- (2) 隐匿抵押、担保资产的情形；
- (3) 隐匿资产的情形；
- (4) 隐匿影响产权真实、合法、完整的其他事实。

2. 乙方向甲方承诺拥有完全的权利能力和行为能力进行产权受让，无欺诈行为。

### 第十五条 合同的生效

本合同由甲乙丙三方法定代表人或授权代表签字并加盖公章后生效。

“合同使用须知”和本合同所必备的附件，与本合同具有同等的法律效力。

### 第十六条 公司治理事项

1. 本次股权转让完成后，标的公司股东会全部决议事项需经包括甲方在内的股东审议通过。

2. 本次股权转让完成后，标的公司设置董事会，董事会成员 5 名，甲方委派 3 名董事（含董事长），乙方委派 1 名董事，丙方委派 1 名董事，董事会决议事项应经三分之二以上董事同意方可通过。标的公司不设监事会，设置 2 名监事，甲方委派至少 1 名监事。标的公司设置总经理 1 名、财务负责人 1 名、副总经理若干名，总经理等高管团队由市场化聘任，由董事会按一致通过程序审议通过产生。

3. 每年按照当年可分配税后利润不低于 70% 进行分红。

4. 甲乙丙三方一致同意，本条约定的公司治理事项应写入标的公司《公司章程》，因工商登记等原因导致《公司章程》与本协议约定不一致的，以本协议约定为准。

### 第十七条 其他

上述条款若有未尽事项，由甲乙丙三方协商后另行约定。

本合同一式 7 份，甲、乙、丙双方各执 2 份，公共资源交易中心备案 1 份。

附件：（视每宗案例的不同列明所需的附件材料）

（以下无正文）

转让方（甲方）：

（盖章）



法定代表人或授权代表（签字）：

吴锁江

签约日期：2020年12月30日

受让方1（乙方）：

（盖章）



法定代表人或授权代表（签字）：

增序

签约日期：2022年12月30日

受让方2（丙方）：

（盖章）



法定代表人或授权代表（签字）：

刘子玉

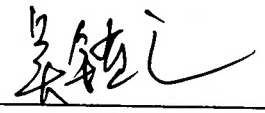
签约日期：2022年12月30日



(b)(2)

Certified True Copy by:

# 产权交易合同之补充协议

  
Wu Suozheng  
Director  
June 21, 2024

甲方（转让方）：西安经发物业股份有限公司  
注册地址（住所）：【未央路 132 号】  
法定代表人：【吴锁正】  
电话：【86522305】

乙方（受让方）：

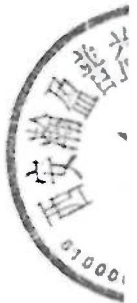
乙方 1：西安六潮品牌运营管理有限责任公司  
注册地址（住所）：【曲江新区翠华路 808 号科泰大厦 14 楼 2005 室】  
法定代表人：【贺宇】  
电话：【15191585935】

乙方 2：西安瀚盈普益资本管理有限公司  
注册地址（住所）：【浐灞生态区思普瑞钦茂 B 栋 7 层 702 号】  
法定代表人：【姚建宇】  
电话：【13002981188】

（上述乙方 1、乙方 2 合称“乙方”）

鉴于：

1、2022 年 12 月 30 日，甲方与乙方就乙方受让甲方持有的西安经开物业管理有限责任公司（以下简称“经开物业”）60%的股权签订《产权交易合同》（以下简称“原合同”）。





2、现经甲方、乙方协商一致，就原合同中约定的有关“董事会决议事项”作出变更，并签订如下补充协议，以兹共同遵守。

一、本协议变更事项具体内容如下：

原合同第十六条“公司治理事项”第2款约定：

2. 本次股权转让完成后，标的公司设置董事会，董事会成员5名，甲方委派3名董事(含董事长)，乙方委派1名董事，丙方委派1名董事，董事会决议事项应经三分之二以上董事同意方可通过。标的公司不设监事会，设置2名监事，甲方委派至少1名监事。标的公司设置总经理1名、财务负责人1名、副总经理若干名，总经理等高管团队由市场化聘任，由董事会按一致通过程序审议通过产生。

现将原合同第十六条“公司治理事项”第2款变更为：

2. 本次股权转让完成后，标的公司设置董事会，董事会成员5名，甲方委派3名董事(含董事长)，乙方委派1名董事，丙方委派1名董事，董事会决议事项应经半数以上董事同意方可通过。标的公司不设监事会，设置2名监事，甲方委派至少1名监事。标的公司设置总经理1名、财务负责人1名、副总经理若干名，总经理等高管团队由市场化聘任，由董事会审议通过产生。

二、本协议生效后，各方同意召开股东会同步修改经开物业《章程》中有关本协议变更的相应条款。

三、本协议未作特别约定的，以原合同约定为准。

四、本协议自甲方、乙方加盖公章并经法定代表人或授权代表签字或盖章之日起生效。

五、本协议一式【四】份，甲方、乙方1、乙方2各执【壹】份，经开物业留存壹份，各份具有同等法律效力。

(以下无正文)



(此页为签章页)



甲方（转让方）：西安经发物业股份有限公司（盖章）：

法定代表人或授权代表（签字）：李砾远

2024年04月04日

乙方（受让方）：

乙方 1：西安六潮品牌运营管理有限公司（盖章）：

法定代表人或授权代表（签字）：贺宇

2024年04月04日

乙方 2：西安瀚盈普益资本管理有限公司（盖章）：

法定代表人或授权代表（签字）：刘建宇

2024年04月04日

2024年6月20日

西安经发物业股份有限公司

和

西安天博诊断技术有限公司

和

光银国际资本有限公司

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基石投资协议

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本协议（“本协议”）由以下各方于 2024 年 6 月 20 日订立

- (1) **西安经发物业股份有限公司**，一家根据中国法律注册成立的有限公司，其注册地址位于中国陕西省西安市经济技术开发区凤城二路 51 号西安金融创新中心 3 幢 1 单元 10701 室及其香港主要营业地址位于香港铜锣湾勿地臣街 1 号时代广场二座 31 楼（“公司”）；
- (2) **西安天博诊断技术有限公司**，一家根据中国法律注册成立的公司，其注册办事处位于陕西省西安市经开区草滩十路 1155 号智巢产业园 2 号楼 1、2 层（“投资者”）；
- (3) **光银国际资本有限公司**，一家根据香港法律注册成立的公司，其注册办事处位于香港湾仔告士打道 108 号光大中心 34-35 楼（“光银”或“独家保荐人”）。

鉴于：

- (A) 公司已申请通过全球发售（“**全球发售**”）方式将其 H 股于联交所（定义见下文）上市，包括(i) 向香港公众人士以认购要约发售股份（“**香港公开发售**”）和(ii)于美国境外根据证券法（定义见下文）S 规例以离岸交易向投资者（包括香港的专业及机构投资者）有条件发售 H 股（“**国际发售**”）。
- (B) 光银担任全球发售的独家保荐人，光银、建银国际金融有限公司（一家根据香港法律注册成立的公司，其注册办事处位于香港中环干诺道中 3 号中国建设银行大厦 12 楼）和招银国际融资有限公司（一家根据香港法律注册成立的公司，其注册办事处位于香港中环花园道三号冠君大厦 45 楼）担任全球发售的联席整体协调人（“**联席整体协调人**”）。
- (C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项：

## 1. 释义及诠释

- 1.1 于本协议（包括其序文及附表）内，除非文意另有所指，下列各字词及表述具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且复数形式的“**联系人 / 紧密联系人**”应据此作相应解释；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港公众开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六、星期日及香港公众假期；

“**资本市场中介人**”指参与全球发售的资本市场中介人，具有上市规则赋予该词的涵义；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**公司条例**”指香港法例第 622 章公司条例，经不时修订或补充；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订或补充；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且复数形式的“**关连人士 / 核心关连人士**”应据此作相应解释；

“**合约（第三者权利）条例**”指香港法例第 623 章合约（第三者权利）条例，经不时修订或补充；

“**控股股东**”，除非上下文另有规定，具有上市规则赋予该词的涵义，且复数形式的“**控股股东**”应据此作相应解释；

“**延迟交付日期**”，在香港公开发售承销协议及国际发售承销协议均已签订且该等协议成为无条件及未被终止的前提下，指光银须根据第 4.4 条通知投资者的较迟日期；

“**出售**”就任何相关股份而言包括直接或间接；

- (a) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法律或实益权益（包括设立或以任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或于相关股份或可兑换为或可行使或交换有关相关股份的任何其他证券或代表有权收取有关相关股份的任何法律或实益权益，或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条件或无条件）前述事宜；或
- (b) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或所有权的附带事项或其中的任何权益；或
- (c) 订立任何其他直接或间接与上文(a)及(b)项所述任何交易具有相同经济影响的交易；或
- (d) 同意或签署合同或公开宣布有意订立上文(a)、(b)及(c)项所述的任何交易，且在各种情况下，不论任何上文(a)、(b)及(c)项所述的交易是否通过交付相关股份或其他可转换为或可行使或交换相关股份的证券、现金或以其他方式结算；并且“**处置**”应按此定义诠释；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有序文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、执委会、团体、机关或机构或任何证券交易所、自我规管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

“**H 股**”指公司普通股中拟于联交所上市及交易的股份；

“**获弥偿各方**”具有第 6.5 条赋予该词的涵义，及在文义所需之处，“**获弥偿方**”指其中任何一方；

“**国际发售**”具有序文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意向的投资人（包括投资者）刊发的最终发售通函，经不时修订或补充；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的 H 股数目，其根据附表 1 的规定进行计算，并由公司和光银最终厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所和证监会）的法律、法例、成文法、条例、规定、法规、指引、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027% 或于上市日期有效的证监会交易征费（作为证监会交易征费）、投资总额的 0.00565% 或于上市日期有效的交易费（作为联交所交易费）及投资总额的 0.00015% 或于上市日期有效的交易征费（作为香港会计及财务汇报局交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市日期；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引及其他规定，经不时修订或补充；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售将予发行 H 股的每股最终港元价格（不包括经纪佣金及征费）；

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**各方**”指本协议所列的各方，及在文义所需之处，“**一方**”应指彼等其中任何一方；

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



“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函，经不时修订或补充；

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予该词的涵义；

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

“**公开文件**”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公告，经不时修订或补充；

“**监管机构**”具有第 6.2(i)条所赋予的涵义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何 H 股或其他证券或权益；

“**人民币**”指中华人民共和国的法定货币；

“**证券法**”指美国 1933 年证券法 (the United States Securities Act of 1933)（经修订）；

“**证监会**”指香港证券及期货事务监察委员会；

“**证券及期货条例**”指香港法例第 571 章证券及期货条例，经不时修订或补充；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“**条**”、“**款**”或“**附表**”乃指本协议的条、款或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的解释或释义；
- (c) 附表为本协议的组成部分，如同本协议的正文所订明者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 提述的单数词包括复数词，反之亦然，及表达特定性别的词语应当视为包括另一性别；
- (e) 凡提及本协议或另一法律文书均包括它们的任何变更或替代性文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；

- (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
  - (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；
- (i) 所提述的“包括”、“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及
- (j) 所提述的任何非香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关香港法律词汇最相近的涵义。

## 2. 投资

2.1 受限于下文第 3 条提述之条件的达成（或被各方豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免，且第 3.1(e)条所载的条件仅可由公司、独家保荐人及光银豁免），及在本协议其他条款及条件的规限下：

- (a) 作为国际发售的一部分，投资者将通过光银及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行及配售，且光银将分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份予投资者；及
- (b) 投资者将根据第 4.3 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 投资者可不迟于上市日期前十个营业日向公司、独家保荐人和光银发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：(i)不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例于美国境外以离岸交易收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日期向公司、独家保荐人和光银提供书面确认函，表明其同意受投资者在本协议中作出的相同约定、声明、保证、承诺、承认和确认所约束，且投资者在本协议中作出的约定、声明、保证、承诺、承认和确认须视作由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、独家保荐人和光银无条件及不可撤销地保证，该全资附属公司将妥善及按时履行及遵守其在本协议下的所有约定、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及 (ii) 承诺根据第 6.5 条向获弥偿各方作出悉数及有效弥偿，并按要求确保获弥偿各方一经要求即获得弥偿。

投资者在第 2.2 条下的义务构成直接、主要和无条件的义务，必须一经要求即向公司、独家保荐人或光银支付该全资附属公司在本协议下应付的任何款项，以及一经要求立即履行该全资附属公司在本协议下的任何义务，而无需公司、独家保荐人或光银率先对该全资附属公司或任何其他人士采取行动。除非上下文另有规定，否则投资者一词在本协议中须解释为包括该全资附属公司。

2.3 公司和光银可全权酌情决定，根据第 4.4 条于延迟交付日期交付全部或部分投资者股份。

2.4 公司和光银（为其自身及代表全球发售的承销商）将以其可能同意的方式厘定发售价。投资者股份的准确数目将由公司和光银（为其自身及代表全球发售的承销商）根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力，但有明显错误除外。

### 3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务，以及公司和光银各自根据第 2.1 条所述发行、配售、分配及 / 或交付（视情况而定）或促致发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人和光银豁免）时方可作实：

- (a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；
- (b) 发售价已经根据定价协议订立；
- (c) 联交所已批准 H 股（包括投资者股份以及其他适用的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于 H 股于联交所主板开始买卖前撤回；
- (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；及
- (e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面准确、真实及不具误导性，且投资者没有重大违反本协议。

3.2 倘第 3.1 条所载各项条件并未于 2024 年 12 月 31 日当日或之前或经公司、投资者、独家保荐人和光银之间书面同意的其他日期达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人和光银豁免），则投资者认购投资者股份的义务，以及公司和光银各自发行、配售、分配及 / 或交付（视情况而定）或促致发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快退还予投资者，且本协议亦即时告终止及无效，而公司、独家保荐人及 / 或光银的所有义务与法律责任即时停止及终止，惟根据本第 3.2 条终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问，本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

3.3 投资者承认，概无保证将完成全球发售，倘全球发售因任何原因未于拟定日期及时完成或根本无法完成，则公司、独家保荐人或光银概不对投资者承担任何责任。倘全球发售因任何原因未于拟定日期及时间完成或根本无法完成，投资者特此放弃对公司、独家保荐人及 / 或光银或其各自附属人士提出任何申索或采取任何行动的任何权利（如有）。

### 4. 交割

- 4.1 受限于第 3 条和本第 4 条，根据国际发售及作为其中一部分，投资者将通过光银（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期于公司和光银确定的时间以其确定的方式被认购。
- 4.2 倘若根据公司和光银的意见，公司不能满足上市规则第 8.08(3)条有关的规定（即于上市日期，公司持股量最高的三名公众股东实益拥有不超过 50% 公众所持 H 股），则公司和光银可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08(3)条的规定。
- 4.3 投资者应于上市日期上午八(8)时前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至光银 在不迟于上市日期前一(1)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。
- 4.4 倘公司和光银全权酌情决定应于上市日期之后的某个日期（“**延迟交付日期**”）交付全部或部分投资者股份，则光银须于下列时间以书面形式告知投资者以下事项：(i) 不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii) 不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一天之后的第三(3)个营业日。倘将于延迟交付日期向投资者交付投资者股份，投资者仍须按照第 4.3 条的规定支付投资者股份的股款。倘国际发售中并无超额配售，则不应发生延迟交付。
- 4.5 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的投资者参与者账户或股份账户，该等账户信息由投资者于不迟于上市日期前两(2)个营业日或不迟于按照第 4.4 条厘定的延迟交付日期前两(2)个营业日以书面形式告知光银。
- 4.6 在不影响第 4.4 条规定的前提下，投资者股份亦可以公司、独家保荐人及光银及投资者书面协定的任何其他方式进行交付及付款，但前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后的第三(3)个营业日。
- 4.7 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人和光银各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人和光银各自的所有义务及责任将实时告结束及终止（惟不损害公司、独家保荐人和光银因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第 6.5 条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。
- 4.8 倘公司、独家保荐人或光银彼等各自的附属人士，因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、国家、国际或地区性的紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发和其他自然灾害、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动的威胁和升级、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、HSN1、MERS 及 COVID-19）的爆发或升级、有关疾病或流行病的政策、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或器械或电气故障、计算机故障、任何货币传输系统故障、银行系统故障、禁运、劳资纠纷以

及任何现有或未来的法律或政府行动发生改变或类似情况等，无法履行或延迟履行本协议下的义务，则公司、独家保荐人或光银（视情况而定）均无需（不论共同或个别）就任何无法履行或延迟履行本协议下的义务的情形负责。

## 5. 对投资者的限制

- 5.1 受限于第 5.3 条，投资者（为其自身及代表投资者附属公司（倘若投资者股份由投资者附属公司持有））同意并向公司、独家保荐人和光银承诺和保证，在未获公司、独家保荐人和光银事先书面同意前，其不会于自上市日期起（包括上市日期）的十二(12)个月期间（“**禁售期**”）的任何时间直接或间接 (i) 以任何方式出售任何相关股份或处置于任何持有相关股份的任何公司或实体中的任何权益，包括任何可转换为、可交换为或行使后取得前述证券的其他证券，或任何附有收取前述证券权利的其他证券；(ii) 同意、订约或公开公布有意与第三方订立一项出售相关股份的交易；(iii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iv) 订立与任何上述交易直接或间接具有相同经济影响的任何交易。
- 5.2 公司、独家保荐人和光银确认，禁售期届满后，投资者(为其自身及代表投资者附属公司)可自由出售任何相关股份，但前提是投资者在出售前，(i)须书面通知公司、独家保荐人和光银，且(ii)须尽一切努力确保任何有关出售不会导致 H 股出现混乱或虚假市场，且另一方面符合所有主管司法管辖机构的证券交易相关所有适用法律、法规及规则（包括公司章程、公司（清盘及杂项条文）章程、证券及期货条例、上市规则及所有适用法律）的规定。
- 5.3 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：
- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人和光银酌情满意的条件向公司、独家保荐人和光银并为其等的利益作出书面承诺同意，且投资者承诺确保该全资附属公司将受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，犹如该全资附属公司本身须遵守该等义务及限制；
  - (b) 该全资附属公司被视为已作出第 6 条规定的相同承认、声明及保证；
  - (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
  - (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司、独家保荐人和光银满意的条件向其并为其等的利益作出且投资者须确保其作出书面承诺，同意该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括但不限于本第 5 条对投资者施加的限制，并作出本协议下的相同承认、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及
  - (e) 该全资附属公司 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例在美国境外以离岸交易收购相关股份。

- 5.4 投资者同意及承诺，除非经公司、独家保荐人和光银事先书面同意，投资者及其联系人或紧密联系人于公司已发行股本总额中合共（直接及间接）持有的股份须少于公司全部已发行股本的 10%（或就“主要股东”的定义而言，上市规则不时规定的其他百分比），且其不会或为上市规则所界定的公司的核心关连人士。投资者同意，一旦发现其本身及其联系人或紧密联系人合共（直接及间接）持有的股份将达到或超过公司全部已发行股本的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或可能导致投资者的持股不会被上市规则或联交所视为公众持股的其他百分比），则投资者会在切实可行的情况下尽快将该情况书面通知公司、独家保荐人和光银。在上市日期之后，投资者及其联系人或紧密联系人在公司总发行股本中的合并持股（直接或间接）将不会引起公司由公众持有的 H 股总数减少至上市规则第 8.08 条列明的要求的百分比或其他任何时候由联交所批准的并适用于公司的百分比。
- 5.5 投资者同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资 (on a proprietary investment basis)，并将按公司、独家保荐人及 / 或光银的合理要求向公司、独家保荐人及 / 或光银提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得，且须促使其股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的 H 股（投资者股份除外）或在香港公开发售中申请认购 H 股。
- 5.6 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、监事、高级职员、雇员或代理订立任何与上市规则（包括联交所新上市申请人指南第 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。
- 5.7 投资者将使用内部资源，而不是获得外部融资，为其认购投资者股份提供资金。

## 6. 承认、声明、承诺及保证

- 6.1 投资者向公司、独家保荐人和光银承认、同意及确认：
- (a) 公司、独家保荐人及光银及他们各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或者就发售价将属于公开文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公开文件所列的指示范围向投资者承担任何责任；
  - (b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须就全球发售或按照公司（清盘及杂项条文）条例及上市规则将其核证副本向香港监管机关备案及于联交所网站及公司网站展示；
  - (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与公司、联交所、证监会及其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向联席整体协调人披露；
  - (d) 发售价通过公司与相关联席整体协调人（为其自身及代表承销商）之间的协议，按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；

- (e) 投资者将通过光银及 / 或其联属人士（以国际发售的国际承销商的国际代表身份）认购投资者股份；
- (f) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引及联交所新上市申请人指南第 4.14 章在国际发售与香港公开发售之间进行的 H 股重新分配或联交所不时批准、适用于公司的其他比例所影响；
- (i) 公司和光银可酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08(3)条的要求；
- (j) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司、独家保荐人及 / 或光银已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；
- (k) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；
- (l) 投资者理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (m) 投资者明白，公司、独家保荐人、光银、资本市场中介人或国际发售的任何一名国际承销商并未有就证券法第 144A 条适用性、投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144A 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (n) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (o) 投资者已收到（及可能日后收到）与其及其联属人士投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则（“need-to-know basis”），即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会向任何人士披露该



等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其附属人士或联系人的 H 股或其他证券或衍生工具；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
- (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料中均无任何内容应构成任何合同或承诺的依据；
- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能会进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (q) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约或招揽购买任何证券的要约邀请；
- (r) 投资者或其任何附属人士或代其行事的任何人士未曾亦不会从事任何与 H 股相关的定向销售工作（定义见 S 规例）；
- (s) 投资者已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有信息，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜咨询公司、独家保荐人或光银并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及信息；
- (t) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的信息，而非任何其他可能已由公司、独家保荐人及 / 或光银或其代表（包括其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的信息，公司、独家保荐人、光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等信息或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人、光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会对投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士因上述人士使用或依赖该等信

息或材料，或其他在国际发售通函中未包含的任何信息而产生的后果负任何责任；

- (u) 独家保荐人、联席整体协调人、资本市场中介人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终稿国际发售通函另有规定外，公司及其各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；
- (v) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (w) 投资者已自行对公司及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括但不限于税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或任何独家保荐人、联席整体协调人、资本市场中介人或有关全球发售的承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人、联席整体协调人或其各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (x) 投资者确认现时并无投资者股份的公开市场，而公司、独家保荐人、联席整体协调人、承销商或彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、代表、联系人、伙伴及顾问以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开市场；
- (y) 任何 H 股买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对 H 股交易的限制）；
- (z) 在全球发售基于任何理由而不能完成的情况下，公司、独家保荐人、联席整体协调人、承销商以及参与全球发售的任何其他方或其各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司承担的责任；
- (aa) 公司和相关联席整体协调人对决定变更或调整 (i) 向全球发售分配的 H 股数目或其中任何部分；及 (ii) 香港公开发售及国际发售分别将予发行的 H 股数目或其中任何部分，拥有绝对酌情权；
- (bb) 投资者已同意于上市日期早上八(8)时前（香港时间）或根据第 4.6 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；

- (cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获公司认可；
- (dd) 如所有与境内合格机构投资者（“**QDII**”）进行境外证券投资相关的中国适用法律法规所定义，倘投资者通过**QDII**进行投资，则投资者无条件及不可撤销地向公司、独家保荐人和光银作出承诺及保证：
  - (i) 其将促使**QDII**向公司、独家保荐人和光银交付一份有效签署的、有约束力的且可执行的承诺（其形式和内容令公司、独家保荐人和光银满意），以承诺**QDII**将受本协议所产生的或本协议项下的或与本协议相关的所有投资者责任、承诺、声明、保证、弥偿及责任的约束，并提供、作出及履行前述各项义务和责任（统称“**投资者责任**”）；及
  - (ii) 其将促使**QDII**及时尽职履行并遵守所有投资者责任。

6.2 投资者向公司、独家保荐人和光银作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股书草稿或初步发售通函草稿等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（“**批准**”）均已获得且完全有效，而该等批准概不受未实施或履行之任何先决条件所限；
- (h) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者的公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (i) 其已且将遵守与认购投资者股份相关的所有司法辖区的所有适用法律，包括但不限于按联交所、证监会及其他政府部门（包括但不限于适用政府、公共、

货币或监管部门或机构或证券交易所）（“监管机构”）的规定，应要求及时以直接或间接通过公司、独家保荐人及/或光银的方式向监管机构提供或促使或促成他人提供有关信息（包括投资者股份的最终实益拥有人（如有）及/或发出有关收购的指示的最终负责人的身份信息），并同意及赞成披露该等信息。投资者进一步授权公司、独家保荐人或光银或其各自的联属人士向有关监管机构披露其可能要求的与本协议项下的交易相关的全部信息；

- (j) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有信息；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；
- (k) 其日常业务为买卖股票或债券或其为专业投资者且其就本协议项下的交易而言并非系任何独家保荐人或光银的客户而签订本协议；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（依赖证券法 S 规例）中进行，且其并非美国人士；
- (n) 投资者将以豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士（定义见上市规则）、代名人或其联系人，且投资者收购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议的其他人士的关系，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会颁布的《公司收购及合并守则》）的任何其他一方或各方之间存在何种关系；(iii) 并无直接或间接接受公司任何核心关连人士（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关核心关连人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；及 (iv) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5(2)段所述的任何类别人士；
- (p) 投资者将使用自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及计划获得贷款或其他形式的融资；
- (q) 各投资者、其实益拥有人及/或联系人并非全球发售的任何独家保荐人、联席整体协调人、联席全球协调人、联席账簿管理人、联席牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何承销商的“关连客户”。“关连客户”、“牵头经纪商”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；

- (s) 投资者、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；
- (t) 除先前以书面通知独家保荐人及光银外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板（placee list template）中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露的任何承配人类别（placee categories）（除“基石投资者”外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须于公司配售结果公告中注明的任何承配人群组；
- (u) 投资者并未且不会与任何“分销商”（定义见证券法 S 规例）就分派 H 股订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (v) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、联交所发布的新上市申请人指南第 4.15 章的规定及法律适用的进行；
- (w) 投资者及其紧密联系人（定义见上市规则）（直接或间接）所持公司已发行股份总数不得导致公众人士（定义见上市规则）持有的公司证券总数低于上市规则规定的百分比或联交所另行批准的百分比；
- (x) 投资者、其实益拥有人及 / 或联系人概无以公司或其各自的任何关连人士、独家保荐人、联席整体协调人、资本市场中介人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人，且与该等人士并无关连。
- (y) 投资者或其任何联属人士均未收到或预期收到任何公司（或其任何联属人士及股东）通过附属协议或其他方式，分配的除根据本协议约定按照发行价计的 H 股保证分配之外的股份；
- (z) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (aa) 投资者或其各自的任何联系人除根据本协议以外，概无申请全球发售项下的任何 H 股；及
- (bb) 除之前以书面形式向公司、独家保荐人及光银披露的情况外，投资者、其实益拥有人及 / 或联系人并无亦不会订立任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 投资者向公司、独家保荐人和光银声明及保证，附表 2 所载有关其本身及其为成员公司的集团的详情、投资者的背景资料及彼等与公司的关系在所有方面均属真实、完整及准确，且无误导成分。在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，倘公司、独家保荐人和光银全权认为有必要，则于公开的文件、市场推广及路演材料以及公司、独家保荐人及 / 或光银可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人及 / 或光银可能合理要求的其他事项的其他信息及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所及证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料以及投资者可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资

者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明及确认乃（其中包括）按香港法例及证券法等的规定作出。投资者承认，公司、独家保荐人、联席整体协调人、资本市场中介人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司、独家保荐人和光银，且公司、独家保荐人和光银有权终止本协议，且不完成本协议项下拟进行的交易。
- 6.5 投资者同意及承诺，投资者会在接获书面要求时就可能因投资者股份的认购、投资者股份或本协议而以任何方式（包括因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）针对公司、独家保荐人、联席整体协调人、资本市场中介人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿各方**”）而作出或确立的任何及全部损失、成本、费用、开支、索赔要求、法律行动、责任、法律程序或损害，及就任何获弥偿各方可能因上述任何索赔要求、法律行动或法律程序或对该等索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿各方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。在任何情况下，本第 6.5 条在本协议终止后仍然继续有效。
- 6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期及延迟交付日期（如适用）重复作出。
- 6.7 公司向投资者声明、保证及承诺：
- (a) 其已正式注册成立，并依据其注册成立地法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；
  - (c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4、4.5 或 4.6 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的 H 股享有同等地位；
  - (d) 公司、集团任何成员公司及彼等各自的联属人士、董事、监事、高级职员、雇员及代理概无就全球发售与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所发布的新上市申请人指南第 4.15 章）不符的补充协议，以给予投资者任何直接或间接利益使其参与全球发售的配售组别，亦概无以其他方式从事该等任何行为或活动；及
  - (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、监事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.8 公司和光银承认、确认及同意投资者将依赖于国际发售通函所载资料及投资者就国际发售通函与其他购买国际发售中的 H 股的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条、第 4.7 条、第 4.8 条或第 10.15 条的规定终止；
- (b) 若于国际发售结束时或之前或（如适用）于延迟交付日期或之前，投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）严重违反本协议（包括但不限于投资者于本协议下所作任何承认、声明、承诺及保证在任何方面属不准确、失实或具误导），可由公司、独家保荐人或光银单独终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，且任何一方均不得针对其他方提出任何申索，但这并不影响在该终止或之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。本协议第 6.5、7.2、8.1、9、10、11、12 及 13 条在本协议终止后仍然继续有效。

7.3 为免生疑问，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人、联席整体协调人及投资者的任何其他安排的信息。虽有上述规定，但任何一方可向以下各方披露本协议：

- (a) 向联交所、证监会及／或规管公司、独家保荐人及／或联席整体协调人或承销商的其他监管机构披露，而投资者的背景以及公司与投资者的关系可于公司将予刊发的公开文件以及公司、独家保荐人及／或联席整体协调人或承销商因全球发售而将予刊发的市场推广、路演材料及其他公告及其他文件内载述；
- (b) 严格按需者方知原则向各方各自的法律及财务顾问、核数师及其他顾问（“顾问”）以及联属人士、联系人、董事、监事、高级职员及相关雇员及代表披露，前提是有关方应 (i) 促使其上述顾问以及联属人士、联系人、董事、高级职员及相关雇员及代表知悉及遵守本协议所载的所有保密义务；及 (ii) 对其上述顾问以及联属人士、联系人、董事、监事、高级职员及相关雇员及代表违反任何有关保密义务负责；及
- (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所及证监会）或主管证券交易所的相关规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合同呈交香港公司注册处登记及于联交所网站及公司网站展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。

- 8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人和光银并征得彼等的事先书面同意者则除外。
- 8.3 公司须尽适当努力提供与本协议相关的将载于任何公开文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以在其刊发此等公开文件之前供投资者审阅。投资者均应与公司、独家保荐人和光银合作，确保有关公开文件内的全部提述均属真实、完整、准确且无误导成分，且公开文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人和光银以及彼等各自的法律顾问提供任何意见及确认书。
- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人或光银可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司、独家保荐人和光银符合适用的公司或证券登记规定及 / 或主管监管机关（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、联席整体协调人及/或承销商等其他参与全球发售的人士的关系。

## 9. 通知

- 9.1 根据本协议发出的所有通知须采用英文及/或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址：中国陕西省西安市经济技术开发区凤城二路 51 号西安金融创新中心 3 幢 1 单元 10701 室

电邮： 13571891986

收件人：李修远

如致投资者，至：

地址：中国陕西省西安市经开区草滩八路南段 1188 号 9 幢天博检验

电邮： mengwujun@tlabicl.com

收件人：蒙武军

如致光银，至：

地址：香港湾仔告士打道108号光大中心34-35楼

传真： (852) 2532 6802

电邮： prj.kingcastle@cebi.com.hk

收件人：CEBI CF and ECM

- 9.2 任何根据本协议送呈的通知须由专人送递或以传真发送或以电邮发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以传真发送则在收到传送确认后，



及倘以电邮发送则在传送完成后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外，公司与光银真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人和光银应就本协议所需或可能所需或与之相关的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。
- 10.5 本协议仅以中文签订。
- 10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担。
- 10.7 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持完全的效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。
- 10.9 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条。
  - (b) 本协议可无需经第 10.10(a) 条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.11 独家保荐人和光银均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，相关独家保荐人或光银均应个别地（但非共同的）根据本分条对其转授相关权利、职责、权力及 / 或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。

- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视为有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可获得或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期或延迟交付日期（如适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人和光银亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。
- 10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## 11. 管辖法律及司法管辖权

- 11.1 本协议受香港法例规管并据此予以诠释。
- 11.2 因本协议而产生或与之有关的或因本协议的存在、或因违反、终止、解释、履行本协议或本协议失效而产生的或与之有关的任何纠纷、分歧、争议或索赔或任何因本协议而引起或与之有关的非合同性纠纷，应根据递交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为香港。应有三名仲裁员且仲裁程序中的语言应为英文。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## 12. 豁免

在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出豁免（以主权或皇室身份或其他方式为由）任何法律诉讼、

诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

### **13. 副本**

- 13.1 本协议可签立为多份文本，各方每份均须签署。各文本等同于原件，但所有文本一并构成一份且属同一份文件。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

西安经发物业股份有限公司

代表签字：



姓名：吴锁正

职务：执行董事



西安天博诊断技术有限公司

代表签字:

蒙武军

姓名：蒙武军

职务：执行董事兼总经理

光银国际资本有限公司

代表签字：

A handwritten signature in blue ink, consisting of stylized, overlapping strokes that form a unique, abstract representation of the name.

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姓名：任泽新

职务：董事

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于 30,000,000 人民币的港元金额（按招股书的港元兑人民币的汇率计算）除以(2)发售价（不含投资者将就投资者股份支付的经纪佣金及征费），向下约整至最接近每手 300 H 股的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段、联交所新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间 H 股的重新分配影响。倘香港公开发售对 H 股的总需求属于公司招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司和光银可酌情调整分配投资者股份数目以满足上市规则第 8.08(3)条的要求（该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的 H 股数量占比不得超过 50%）。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点：陕西省西安市经开区草滩十路 1155 号智巢产业园 2 号楼 1、2 层

统一社会信用代码：91610132310533005X

工商注册号：610100400013146

主营业务：体外诊断产品贸易，医学检验服务，原料研发等

最终控股股东：蒙武军

最终控股股东的注册成立地点：不适用

最终控股股东的商业登记号码：不适用

最终控股股东的主营业务：不适用

股东及持有之权益：投资者由蒙武军持有约 64.1% 的股份权益、西安子午同益企业管理合伙企业（有限合伙）持有约 13.7% 的股份权益、王鹏佳持有约 12.5% 的股份权益、陈浩荣持有约 3.2% 的股份权益、李建奎持有约 3.2% 的股份权益、戚亚琼持有约 1.2% 的股份权益、康炜持有约 1.0% 的股份权益、李翔持有约 1.0% 的股份权益及吴卓伦持有约 0.1% 的股份权益。

插入招股书的投资者详情：

Xi'an Tianbo Diagnostics Co., Ltd. (西安天博诊断技术有限公司) (“Tianbo Diagnostics”) was established in Xi'an, Shaanxi Province as a limited liability company in 2014. It is a comprehensive overall solutions provider for the testing and diagnosis industry, primarily engaged in the sales of in vitro diagnostic products and provision of professional technical services for medical testing. Tianbo Diagnostics is beneficially owned as to approximately 64.1% by Mr. Meng Wujun (蒙武军), approximately 13.7% by Xi'an Ziwu Tongyi Enterprise Management Partnership (Limited Partnership) (西安子午同益企业管理合伙企业(有限合伙)) (“Ziwu Tongyi”) and approximately 22.2% by other individual Independent Third Parties. Ziwu Tongyi is a limited partnership owned as to 60.0% by Ms. Qi Yaqiong (戚亚琼), a deputy general manager of Tianbo Diagnostics, as a general partner, approximately 33.3% by Mr. Meng Wujun as a general partner and approximately 6.7% by an individual Independent Third Party as a limited partner. Since December 2018, Mr. Meng Wujun has been serving as the executive director and general manager of Tianbo Diagnostics where he is primarily responsible for its overall operations. Mr. Meng Wujun has nearly 20 years of experience in medical testing and medical devices industries and has solid medical testing knowledge and experience in market analysis, market development and corporate management. For the purpose of the Cornerstone Placing, Tianbo Diagnostics has engaged Chang'an International Trust Co., Ltd. (长安国际信托股份有限公司) (“Chang'an Trust”), an asset manager which is a QDII, to subscribe for and hold such Offer Shares on behalf of it. Our Company became acquainted with Tianbo Diagnostics through the introduction by Xi'an ETDZ MC. To the best of our Directors' knowledge, information and belief after making all reasonable enquiries, each of Tianbo Diagnostics, Mr. Meng Wujun, Ziwu Tongyi, Ms. Qi Yaqiong and Chang'an Trust is an Independent Third Party.



相关投资者类别（联交所的 FINI 承配人名单模板中所载或须于 FINI 界面披露）：

基石投资者

2024年6月20日

西安经发物业股份有限公司

和

西安盯准教育科技有限公司

和

光银国际资本有限公司

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基石投资协议

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本协议（“本协议”）由以下各方于 2024 年 6 月 20 日订立

- (1) **西安经发物业股份有限公司**，一家根据中国法律注册成立的有限公司，其注册地址位于中国陕西省西安市经济技术开发区凤城二路 51 号西安金融创新中心 3 幢 1 单元 10701 室及其香港主要营业地址位于香港铜锣湾勿地臣街 1 号时代广场二座 31 楼（“公司”）；
- (2) **西安盯准教育科技有限公司**，一家根据中国法律注册成立的有限公司，其注册办事处位于西安经济技术开发区尚苑路与锦城四路交汇处（112 办公楼）（“投资者”）；
- (3) **光银国际资本有限公司**，一家根据香港法律注册成立的有限公司，其注册办事处位于香港湾仔告士打道 108 号光大中心 34-35 楼（“光银”或“独家保荐人”）。

鉴于：

- (A) 公司已申请通过全球发售（“**全球发售**”）方式将其 H 股于联交所（定义见下文）上市，包括(i) 向香港公众人士以认购要约发售股份（“**香港公开发售**”）和(ii)于美国境外根据证券法（定义见下文）S 规例以离岸交易向投资者（包括香港的专业及机构投资者）有条件发售 H 股（“**国际发售**”）。
- (B) 光银担任全球发售的独家保荐人，光银、建银国际金融有限公司（一家根据香港法律注册成立的有限公司，其注册办事处位于香港中环干诺道中 3 号中国建设银行大厦 12 楼）和招银国际融资有限公司（一家根据香港法律注册成立的有限公司，其注册办事处位于香港中环花园道三号冠君大厦 45 楼）担任全球发售的联席整体协调人（“**联席整体协调人**”）。
- (C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项：

## 1. 释义及诠释

- 1.1 于本协议（包括其序文及附表）内，除非文意另有所指，下列各字词及表述具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“控制”（包括“控制中”、“受控于”及“处于共同控制下”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且复数形式的“**联系人 / 紧密联系人**”应据此作相应解释；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港公众开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六、星期日及香港公众假期；

“**资本市场中介人**”指参与全球发售的资本市场中介人，具有上市规则赋予该词的涵义；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**公司条例**”指香港法例第 622 章公司条例，经不时修订或补充；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订或补充；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且复数形式的“**关连人士 / 核心关连人士**”应据此作相应解释；

“**合约（第三者权利）条例**”指香港法例第 623 章合约（第三者权利）条例，经不时修订或补充；

“**控股股东**”，除非上下文另有规定，具有上市规则赋予该词的涵义，且复数形式的“**控股股东**”应据此作相应解释；

“**延迟交付日期**”，在香港公开发售承销协议及国际发售承销协议均已签订且该等协议成为无条件及未被终止的前提下，指光银须根据第 4.4 条通知投资者的较迟日期；

“**出售**”就任何相关股份而言包括直接或间接；

- (a) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法律或实益权益（包括设立或以任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或于相关股份或可兑换为或可行使或交换有关相关股份的任何其他证券或代表有权收取有关相关股份的任何法律或实益权益，或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条件或无条件）前述事宜；或
- (b) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或所有权的附带事项或其中的任何权益；或
- (c) 订立任何其他直接或间接与上文(a)及(b)项所述任何交易具有相同经济影响的交易；或
- (d) 同意或签署合同或公开宣布有意订立上文(a)、(b)及(c)项所述的任何交易，且在各种情况下，不论任何上文(a)、(b)及(c)项所述的交易是否通过交付相关股份或其他可转换为或可行使或交换相关股份的证券、现金或以其他方式结算；并且“**处置**”应按此定义诠释；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有序文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、执委会、团体、机关或机构或任何证券交易所、自我规管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

“**H 股**”指公司普通股中拟于联交所上市及交易的股份；

“**获弥偿各方**”具有第 6.5 条赋予该词的涵义，及在文义所需之处，“**获弥偿方**”指其中任何一方；

“**国际发售**”具有序文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意向的投资人（包括投资者）刊发的最终发售通函，经不时修订或补充；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的 H 股数目，其根据附表 1 的规定进行计算，并由公司和光银最终厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所和证监会）的法律、法例、成文法、条例、规定、法规、指引、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027% 或于上市日期有效的证监会交易征费（作为证监会交易征费）、投资总额的 0.00565% 或于上市日期有效的交易费（作为联交所交易费）及投资总额的 0.00015% 或于上市日期有效的交易征费（作为香港会计及财务汇报局交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市日期；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引及其他规定，经不时修订或补充；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售将予发行 H 股的每股最终港元价格（不包括经纪佣金及征费）；

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**各方**”指本协议所列的各方，及在文义所需之处，“**一方**”应指彼等其中任何一方；

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

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函，经不时修订或补充；

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予该词的涵义；

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

“**公开文件**”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公告，经不时修订或补充；

“**监管机构**”具有第 6.2(i)条所赋予的涵义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何 H 股或其他证券或权益；

“**人民币**”指中华人民共和国的法定货币；

“**证券法**”指美国 1933 年证券法 (the United States Securities Act of 1933)（经修订）；

“**证监会**”指香港证券及期货事务监察委员会；

“**证券及期货条例**”指香港法例第 571 章证券及期货条例，经不时修订或补充；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“**条**”、“**款**”或“**附表**”乃指本协议的条、款或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的解释或释义；
- (c) 附表为本协议的组成部分，如同本协议的正文所订明者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 提述的单数词包括复数词，反之亦然，及表达特定性别的词语应当视为包括另一性别；
- (e) 凡提及本协议或另一法律文件均包括它们的任何变更或替代性文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；

- (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
- (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；
- (i) 所提述的“包括”、“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及
- (j) 所提述的任何非香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关香港法律词汇最相近的涵义。

## 2. 投资

2.1 受限于下文第 3 条提述之条件的达成（或被各方豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免，且第 3.1(e)条所载的条件仅可由公司、独家保荐人及光银豁免），及在本协议其他条款及条件的规限下：

- (a) 作为国际发售的一部分，投资者将通过光银及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行及配售，且光银将分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份予投资者；及
- (b) 投资者将根据第 4.3 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 投资者可选择不迟于上市日期前十个营业日向公司、独家保荐人和光银发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：(i)不得为美国人士，(ii)位于美国境外，及(iii)倚赖证券法下的 S 规例于美国境外以离岸交易收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日期向公司、独家保荐人和光银提供书面确认函，表明其同意受投资者在本协议中作出的相同约定、声明、保证、承诺、承认和确认所约束，且投资者在本协议中作出的约定、声明、保证、承诺、承认和确认须视作由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、独家保荐人和光银无条件及不可撤销地保证，该全资附属公司将妥善及按时履行及遵守其在本协议下的所有约定、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及(ii) 承诺根据第 6.5 条向获弥偿各方作出悉数及有效弥偿，并按要求确保获弥偿各方一经要求即获得弥偿。

投资者在第 2.2 条下的义务构成直接、主要和无条件的义务，必须一经要求即向公司、独家保荐人或光银支付该全资附属公司在本协议下应付的任何款项，以及一经要求立即履行该全资附属公司在本协议下的任何义务，而无需公司、独家保荐人或光银率先对该全资附属公司或任何其他人士采取行动。除非上下文另有规定，否则投资者一词在本协议中须解释为包括该全资附属公司。



2.3 公司和光银可全权酌情决定，根据第 4.4 条于延迟交付日期交付全部或部分投资者股份。

2.4 公司和光银（为其自身及代表全球发售的承销商）将以其可能同意的方式厘定发售价。投资者股份的准确数目将由公司和光银（为其自身及代表全球发售的承销商）根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力，但有明显错误除外。

### 3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务，以及公司和光银各自根据第 2.1 条所述发行、配售、分配及 / 或交付（视情况而定）或促致发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人和光银豁免）时方可作实：

- (a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；
- (b) 发售价已经根据定价协议订立；
- (c) 联交所已批准 H 股（包括投资者股份以及其他适用的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于 H 股于联交所主板开始买卖前撤回；
- (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；及
- (e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面准确、真实及不具误导性，且投资者没有重大违反本协议。

3.2 倘第 3.1 条所载各项条件并未于 2024 年 12 月 31 日当日或之前或经公司、投资者、独家保荐人和光银之间书面同意的其他日期达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人和光银豁免），则投资者认购投资者股份的义务，以及公司和光银各自发行、配售、分配及 / 或交付（视情况而定）或促致发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快退还予投资者，且本协议亦即时告终止及无效，而公司、独家保荐人及 / 或光银的所有义务与法律责任即时停止及终止，惟根据本第 3.2 条终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问，本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

3.3 投资者承认，概无保证将完成全球发售，倘全球发售因任何原因未于拟定日期及时完成或根本无法完成，则公司、独家保荐人或光银概不对投资者承担任何责任。倘全球发售因任何原因未于拟定日期及时间完成或根本无法完成，投资者特此放弃对公司、独家保荐人及 / 或光银或其各自附属人士提出任何申索或采取任何行动的任何权利（如有）。

### 4. 交割

- 4.1 受限于第 3 条和本第 4 条，根据国际发售及作为其中一部分，投资者将通过光银（及 / 或其附属人士）（作为国际发售有关部分的国际承销商的国际代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期于公司和光银确定的时间以其确定的方式被认购。
- 4.2 倘若根据公司和光银的意见，公司不能满足上市规则第 8.08(3)条有关的规定（即于上市日期，公司持股量最高的三名公众股东实益拥有不超过 50% 公众所持 H 股），则公司和光银可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08(3)条的规定。
- 4.3 投资者应于上市日期上午八(8)时前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至光银 在不迟于上市日期前一(1)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。
- 4.4 倘公司和光银全权酌情决定应于上市日期之后的某个日期（“**延迟交付日期**”）交付全部或部分投资者股份，则光银须于下列时间以书面形式告知投资者以下事项：(i) 不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii) 不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一天之后的第三(3)个营业日。倘将于延迟交付日期向投资者交付投资者股份，投资者仍须按照第 4.3 条的规定支付投资者股份的股款。倘国际发售中并无超额配售，则不应发生延迟交付。
- 4.5 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的投资者参与者账户或股份账户，该等账户信息由投资者于不迟于上市日期前两(2)个营业日或不迟于按照第 4.4 条厘定的延迟交付日期前两(2)个营业日以书面形式告知光银。
- 4.6 在不影响第 4.4 条规定的前提下，投资者股份亦可以公司、独家保荐人及光银及投资者书面协定的任何其他方式进行交付及付款，但前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后的第三(3)个营业日。
- 4.7 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人和光银各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人和光银各自的所有义务及责任将实时告结束及终止（惟不损害公司、独家保荐人和光银因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第 6.5 条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。
- 4.8 倘公司、独家保荐人或光银彼等各自的附属人士，因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、国家、国际或地区性的紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发和其他自然灾害、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动的威胁和升级、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、HSN1、MERS 及 COVID-19）的爆发或升级、有关疾病或流行病的政策、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或器械或电气故障、计算机故障、任何货币传输系统故障、银行系统故障、禁运、劳资纠纷以

及任何现有或未来的法律或政府行动发生改变或类似情况等，无法履行或延迟履行本协议下的义务，则公司、独家保荐人或光银（视情况而定）均无需（不论共同或个别）就任何无法履行或延迟履行本协议下的义务的情形负责。

## 5. 对投资者的限制

- 5.1 受限于第 5.3 条，投资者（为其自身及代表投资者附属公司（倘若投资者股份由投资者附属公司持有））同意并向公司、独家保荐人和光银承诺和保证，在未获公司、独家保荐人和光银事先书面同意前，其不会于自上市日期起（包括上市日期）的十二(12)个月期间（“**禁售期**”）的任何时间直接或间接 (i) 以任何方式出售任何相关股份或处置于任何持有相关股份的任何公司或实体中的任何权益，包括任何可转换为、可交换为或行使后取得前述证券的其他证券，或任何附有收取前述证券权利的其他证券；(ii) 同意、订约或公开公布有意与第三方订立一项出售相关股份的交易；(iii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iv) 订立与任何上述交易直接或间接具有相同经济影响的任何交易。
- 5.2 公司、独家保荐人和光银确认，禁售期届满后，投资者(为其自身及代表投资者附属公司)可自由出售任何相关股份，但前提是投资者在出售前，(i)须书面通知公司、独家保荐人和光银，且(ii)须尽一切努力确保任何有关出售不会导致 H 股出现混乱或虚假市场，且另一方面符合所有主管司法管辖机构的证券交易相关所有适用法律、法规及规则（包括公司章程、公司（清盘及杂项条文）章程、证券及期货条例、上市规则及所有适用法律）的规定。
- 5.3 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：
- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人和光银酌情满意的条件向公司、独家保荐人和光银并为其等的利益作出书面承诺同意，且投资者承诺确保该全资附属公司将受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，犹如该全资附属公司本身须遵守该等义务及限制；
  - (b) 该全资附属公司被视为已作出第 6 条规定的相同承认、声明及保证；
  - (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
  - (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司、独家保荐人和光银满意的条件向其并为其等的利益作出且投资者须确保其作出书面承诺，同意该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括但不限于本第 5 条对投资者施加的限制，并作出本协议下的相同承认、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及
  - (e) 该全资附属公司 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例在美国境外以离岸交易收购相关股份。

- 5.4 投资者同意及承诺，除非经公司、独家保荐人和光银事先书面同意，投资者及其联系人或紧密联系人于公司已发行股本总额中合共（直接及间接）持有的股份须少于公司全部已发行股本的 10%（或就“主要股东”的定义而言，上市规则不时规定的其他百分比），且其不会或为上市规则所界定的公司的核心关连人士。投资者同意，一旦发现其本身及其联系人或紧密联系人合共（直接及间接）持有的股份将达到或超过公司全部已发行股本的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或可能导致投资者的持股不会被上市规则或联交所视为公众持股的其他百分比），则投资者会在切实可行的情况下尽快将该情况书面通知公司、独家保荐人和光银。在上市日期之后，投资者及其联系人或紧密联系人在公司总发行股本中的合并持股（直接或间接）将不会引起公司由公众持有的 H 股总数减少至上市规则第 8.08 条列明的要求的百分比或其他任何时候由联交所批准的并适用于公司的百分比。
- 5.5 投资者同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资 (on a proprietary investment basis)，并将按公司、独家保荐人及 / 或光银的合理要求向公司、独家保荐人及 / 或光银提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得，且须促使其股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的 H 股（投资者股份除外）或在香港公开发售中申请认购 H 股。
- 5.6 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、监事、高级职员、雇员或代理订立任何与上市规则（包括联交所新上市申请人指南第 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。
- 5.7 投资者将使用内部资源，而不是获得外部融资，为其认购投资者股份提供资金。

## 6. 承认、声明、承诺及保证

- 6.1 投资者向公司、独家保荐人和光银承认、同意及确认：
- (a) 公司、独家保荐人及光银及他们各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或者就发售价将属于公开文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公开文件所列的指示范围向投资者承担任何责任；
  - (b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须就全球发售或按照公司（清盘及杂项条文）条例及上市规则将其核证副本向香港监管机关备案及于联交所网站及公司网站展示；
  - (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与公司、联交所、证监会及其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向联席整体协调人披露；
  - (d) 发售价通过公司与相关联席整体协调人（为其自身及代表承销商）之间的协议，按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；

- (e) 投资者将通过光银及 / 或其联属人士（以国际发售的国际承销商的国际代表身份）认购投资者股份；
- (f) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引及联交所新上市申请人指南第 4.14 章在国际发售与香港公开发售之间进行的 H 股重新分配或联交所不时批准、适用于公司的其他比例所影响；
- (i) 公司和光银可酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08(3)条的要求；
- (j) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司、独家保荐人及 / 或光银已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；
- (k) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；
- (l) 投资者理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (m) 投资者明白，公司、独家保荐人、光银、资本市场中介人或国际发售的任何一名国际承销商并未有就证券法第 144A 条适用性、投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144A 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (n) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (o) 投资者已收到（及可能日后收到）与其及其联属人士投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则（“need-to-know basis”），即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会向任何人士披露该

等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其附属人士或联系人的 H 股或其他证券或衍生工具；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
- (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料中均无任何内容应构成任何合同或承诺的依据；
  - (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及
  - (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能会进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (q) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约或招揽购买任何证券的要约邀请；
- (r) 投资者或其任何附属人士或代其行事的任何人士未曾亦不会从事任何与 H 股相关的定向销售工作（定义见 S 规例）；
- (s) 投资者已获得其认为对评估收购投资者股份的利弊及风险必要或有利的所有信息，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜咨询公司、独家保荐人或光银并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及信息；
- (t) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的信息，而非任何其他可能已由公司、独家保荐人及 / 或光银或其代表（包括其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的信息，公司、独家保荐人、光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等信息或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人、光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会对投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士因上述人士使用或依赖该等信

息或材料，或其他在国际发售通函中未包含的任何信息而产生的后果负任何责任；

- (u) 独家保荐人、联席整体协调人、资本市场中介人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终稿国际发售通函另有规定外，公司及其各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；
- (v) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (w) 投资者已自行对公司及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括但不限于税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或任何独家保荐人、联席整体协调人、资本市场中介人或有关全球发售的承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人、联席整体协调人或其各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (x) 投资者确认现时并无投资者股份的公开市场，而公司、独家保荐人、联席整体协调人、承销商或彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、代表、联系人、伙伴及顾问以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开市场；
- (y) 任何 H 股买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对 H 股交易的限制）；
- (z) 在全球发售基于任何理由而不能完成的情况下，公司、独家保荐人、联席整体协调人、承销商以及参与全球发售的任何其他方或其各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司承担的责任；
- (aa) 公司和相关联席整体协调人对决定变更或调整 (i) 向全球发售分配的 H 股数目或其中任何部分；及 (ii) 香港公开发售及国际发售分别将予发行的 H 股数目或其中任何部分，拥有绝对酌情权；
- (bb) 投资者已同意于上市日期早上八(8)时前（香港时间）或根据第 4.6 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；

- (cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获公司认可；
- (dd) 如所有与境内合格机构投资者（“**QDII**”）进行境外证券投资相关的中国适用法律法规所定义，倘投资者通过**QDII**进行投资，则投资者无条件及不可撤销地向公司、独家保荐人和光银作出承诺及保证：
  - (i) 其将促使**QDII**向公司、独家保荐人和光银交付一份有效签署的、有约束力的且可执行的承诺（其形式和内容令公司、独家保荐人和光银满意），以承诺**QDII**将受本协议所产生的或本协议项下的或与本协议相关的所有投资者责任、承诺、声明、保证、弥偿及责任的约束，并提供、作出及履行前述各项义务和责任（统称“**投资者责任**”）；及
  - (ii) 其将促使**QDII**及时尽职履行并遵守所有投资者责任。

6.2 投资者向公司、独家保荐人和光银作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股书草稿或初步发售通函草稿等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（“**批准**”）均已获得且完全有效，而该等批准概不受未实施或履行之任何先决条件所限；
- (h) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者的公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (i) 其已且将遵守与认购投资者股份相关的所有司法辖区的所有适用法律，包括但不限于按联交所、证监会及其他政府部门（包括但不限于适用政府、公共、



货币或监管部门或机构或证券交易所）（“监管机构”）的规定，应要求及时以直接或间接通过公司、独家保荐人及/或光银的方式向监管机构提供或促使或促成他人提供有关信息（包括投资者股份的最终实益拥有人（如有）及/或发出有关收购的指示的最终负责人的身份信息），并同意及赞成披露该等信息。投资者进一步授权公司、独家保荐人或光银或其各自的联属人士向有关监管机构披露其可能要求的与本协议项下的交易相关的全部信息；

- (j) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有信息；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；
- (k) 其日常业务为买卖股票或债券或其为专业投资者且其就本协议项下的交易而言并非系任何独家保荐人或光银的客户而签订本协议；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（依赖证券法 S 规例）中进行，且其并非美国人士；
- (n) 投资者将以豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士（定义见上市规则）、代名人或其联系人，且投资者收购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议的其他人士的关系，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会颁布的《公司收购及合并守则》）的任何其他一方或各方之间存在何种关系；(iii) 并无直接或间接接受公司任何核心关连人士（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关核心关连人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；及 (iv) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5(2)段所述的任何类别人士；
- (p) 投资者将使用自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及计划获得贷款或其他形式的融资；
- (q) 各投资者、其实益拥有人及/或联系人并非全球发售的任何独家保荐人、联席整体协调人、联席全球协调人、联席账簿管理人、联席牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何承销商的“关连客户”。“关连客户”、“牵头经纪商”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；

- (s) 投资者、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；
- (t) 除先前以书面通知独家保荐人及光银外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板（placee list template）中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露的任何承配人类别（placee categories）（除“基石投资者”外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须于公司配售结果公告中注明的任何承配人群组；
- (u) 投资者并未且不会与任何“分销商”（定义见证券法 S 规例）就分派 H 股订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (v) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、联交所发布的新上市申请人指南第 4.15 章的规定及法律适用的进行；
- (w) 投资者及其紧密联系人（定义见上市规则）（直接或间接）所持公司已发行股份总数不得导致公众人士（定义见上市规则）持有的公司证券总数低于上市规则规定的百分比或联交所另行批准的百分比；
- (x) 投资者、其实益拥有人及 / 或联系人概无以公司或其各自的任何关连人士、独家保荐人、联席整体协调人、资本市场中介人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人，且与该等人士并无关连。
- (y) 投资者或其任何联属人士均未收到或预期收到任何公司（或其任何联属人士及股东）通过附属协议或其他方式，分配的除根据本协议约定按照发行价计的 H 股保证分配之外的股份；
- (z) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (aa) 投资者或其各自的任何联系人除根据本协议以外，概无申请全球发售项下的任何 H 股；及
- (bb) 除之前以书面形式向公司、独家保荐人及光银披露的情况外，投资者、其实益拥有人及 / 或联系人并无亦不会订立任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 投资者向公司、独家保荐人和光银声明及保证，附表 2 所载有关其本身及其为成员公司的集团的详情、投资者的背景资料及彼等与公司的关系在所有方面均属真实、完整及准确，且无误导成分。在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，倘公司、独家保荐人和光银全权认为有必要，则于公开的文件、市场推广及路演材料以及公司、独家保荐人及 / 或光银可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人及 / 或光银可能合理要求的其他事项的其他信息及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所及证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料以及投资者可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资

者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明及确认乃（其中包括）按香港法例及证券法等的规定作出。投资者承认，公司、独家保荐人、联席整体协调人、资本市场中介人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司、独家保荐人和光银，且公司、独家保荐人和光银有权终止本协议，且不完成本协议项下拟进行的交易。
- 6.5 投资者同意及承诺，投资者会在接获书面要求时就可能因投资者股份的认购、投资者股份或本协议而以任何方式（包括因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）针对公司、独家保荐人、联席整体协调人、资本市场中介人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿各方**”）而作出或确立的任何及全部损失、成本、费用、开支、索赔要求、法律行动、责任、法律程序或损害，及就任何获弥偿各方可能因上述任何索赔要求、法律行动或法律程序或对该等索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿各方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。在任何情况下，本第 6.5 条在本协议终止后仍然继续有效。
- 6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期及延迟交付日期（如适用）重复作出。
- 6.7 公司向投资者声明、保证及承诺：
- (a) 其已正式注册成立，并依据其注册成立地法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；
  - (c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4、4.5 或 4.6 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的 H 股享有同等地位；
  - (d) 公司、集团任何成员公司及彼等各自的联属人士、董事、监事、高级职员、雇员及代理概无就全球发售与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所发布的新上市申请人指南第 4.15 章）不符的补充协议，以给予投资者任何直接或间接利益使其参与全球发售的配售组别，亦概无以其他方式从事该等任何行为或活动；及
  - (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、监事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。

6.8 公司和光银承认、确认及同意投资者将依赖于国际发售通函所载资料及投资者就国际发售通函与其他购买国际发售中的 H 股的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条、第 4.7 条、第 4.8 条或第 10.15 条的规定终止；
- (b) 若于国际发售结束时或之前或（如适用）于延迟交付日期或之前，投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）严重违反本协议（包括但不限于投资者于本协议下所作任何承认、声明、承诺及保证在任何方面属不准确、失实或具误导），可由公司、独家保荐人或光银单独终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，且任何一方均不得针对其他方提出任何申索，但这并不影响在该终止或之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。本协议第 6.5、7.2、8.1、9、10、11、12 及 13 条在本协议终止后仍然继续有效。

7.3 为免生疑问，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人、联席整体协调人及投资者的任何其他安排的信息。虽有上述规定，但任何一方可向以下各方披露本协议：

- (a) 向联交所、证监会及／或规管公司、独家保荐人及／或联席整体协调人或承销商的其他监管机构披露，而投资者的背景以及公司与投资者的关系可于公司将予刊发的公开文件以及公司、独家保荐人及／或联席整体协调人或承销商因全球发售而将予刊发的市场推广、路演材料及其他公告及其他文件内载述；
- (b) 严格按需者方知原则向各方各自的法律及财务顾问、核数师及其他顾问（“顾问”）以及联属人士、联系人、董事、监事、高级职员及相关雇员及代表披露，前提是有关方应 (i) 促使其上述顾问以及联属人士、联系人、董事、高级职员及相关雇员及代表知悉及遵守本协议所载的所有保密义务；及 (ii) 对其上述顾问以及联属人士、联系人、董事、监事、高级职员及相关雇员及代表违反任何有关保密义务负责；及
- (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所及证监会）或主管证券交易所的相关规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合同呈交香港公司注册处登记及于联交所网站及公司网站展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。

- 8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人和光银并征得彼等的事先书面同意者则除外。
- 8.3 公司须尽适当努力提供与本协议相关的将载于任何公开文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以在其刊发此等公开文件之前供投资者审阅。投资者均应与公司、独家保荐人和光银合作，确保有关公开文件内的全部提述均属真实、完整、准确且无误导成分，且公开文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人和光银以及彼等各自的法律顾问提供任何意见及确认书。
- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人或光银可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司、独家保荐人和光银符合适用的公司或证券登记规定及 / 或主管监管机关（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、联席整体协调人及/或承销商等其他参与全球发售的人士的关系。

## 9. 通知

- 9.1 根据本协议发出的所有通知须采用英文及/或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址： 中国陕西省西安市经济技术开发区凤城二路 51 号西安金融创新中心 3 幢 1 单元 10701 室

电邮： 13571891986

收件人：李修远

如致投资者，至：

地址： 中国陕西省西安市未央区尚苑路 8599 号

电邮： hebing@dingzhun.xyz

收件人：何兵

如致光银，至：

地址： 香港湾仔告士打道108 号光大中心34-35楼

传真： (852) 2532 6802

电邮： prj.kingcastle@cebi.com.hk

收件人：CEBI CF and ECM

- 9.2 任何根据本协议送呈的通知须由专人送递或以传真发送或以电邮发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以传真发送则在收到传送确认后，

及倘以电邮发送则在传送完成后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外，公司与光银真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人和光银应就本协议所需或可能所需或与之相关的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。
- 10.5 本协议仅以中文签订。
- 10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担。
- 10.7 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持完全的效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。
- 10.9 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条。
  - (b) 本协议可无需经第 10.10(a) 条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.11 独家保荐人和光银均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，相关独家保荐人或光银均应个别地（但非共同的）根据本分条对其转授相关权利、职责、权力及 / 或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。

- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视为有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可获得或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期或延迟交付日期（如适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人和光银亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。
- 10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## **11. 管辖法律及司法管辖权**

- 11.1 本协议受香港法例规管并据此予以诠释。
- 11.2 因本协议而产生或与之有关的或因本协议的存在、或因违反、终止、解释、履行本协议或本协议失效而产生的或与之有关的任何纠纷、分歧、争议或索赔或任何因本协议而引起或与之有关的非合同性纠纷，应根据递交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为香港。应有三名仲裁员且仲裁程序中的语言应为英文。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## **12. 豁免**

在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出豁免（以主权或皇室身份或其他方式为由）任何法律诉讼、

诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

### **13. 副本**

- 13.1 本协议可签立为多份文本，各方每份均须签署。各文本等同于原件，但所有文本一并构成一份且属同一份文件。



本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

西安经发物业股份有限公司

代表签字：



姓名：吴锁正  
职务：执行董事



西安叮准教育科技有限公司

代表签字:

*Handwritten signature of Sun Shuo*

姓名: 孙帅

职务: 法定代表人

光银国际资本有限公司

代表签字：



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姓名：任泽新

职务：董事

## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于 10,000,000 人民币的港元金额（按招股书的港元兑人民币的汇率计算）除以(2)发售价（不含投资者将就投资者股份支付的经纪佣金及征费），向下约整至最接近每手 300 H 股的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段、联交所新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间 H 股的重新分配影响。倘香港公开发售对 H 股的总需求属于公司招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司和光银可酌情调整分配投资者股份数目以满足上市规则第 8.08(3)条的要求（该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的 H 股数量占比不得超过 50%）。

## 附表 2

### 投资者详情

#### 投资者

注册成立地点：西安经济技术开发区尚苑路与锦城四路交汇处（112 办公楼）

统一社会信用代码：91610104MA6U8RT23E

工商注册号：610104100148290

主营业务：教育软件、计算机技术的技术研发、技术服务；企业管理咨询；会务服务；展览展示服务；市场调查；文化艺术交流活动的组织、策划（不含培训、演出）；文化用品、图书的销售。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

最终控股股东：丁华明

最终控股股东的注册成立地点：不适用

最终控股股东的商业登记号码：不适用

最终控股股东的主营业务：不适用

股东及持有之权益：

股东名称	股份出资额 (单位：万元人民币)	持股比例
丁华明	232.36	66%
赵园	84.5	24%
西安闪扩企业管理咨询合伙企业（有限合伙）	35.21	10%

插入招股书的投资者详情：

Xi'an Dingzhun Education and Technology Co., Ltd. (西安盯準教育科技有限公司) ("Xi'an Dingzhun") was established in Xi'an, Shaanxi Province as a limited liability company in 2017. Xi'an Dingzhun focuses on educational and tutoring services for high school and college entrance examinations and comprehensive vocational high school education and is committed to providing high-quality teaching, tutoring and logistical support services to help students prepare for their high school and college entrance examinations. Xi'an Dingzhun is owned as to approximately 66.0% by Mr. Ding Huaming (丁華明), the founder and controlling shareholder of Xi'an Dingzhun, approximately 24.0% by Ms. Zhao Yuan (趙園), the spouse of Mr. Ding Huaming, and approximately 10.0% by Xi'an Shankuo Enterprise Management Consulting Partnership (Limited Partnership) (西安閃擴企業管理諮詢合夥企業(有限合夥)) ("Xi'an Shankuo"). Xi'an Shankuo is a limited partnership owned as to 96% by Mr. Ding Huaming as its general partner and 4% by other individual Independent Third Parties as limited partners. Mr. Ding Huaming graduated from Peking University (北京大學) and has extensive experience in teaching and boarding school management. He founded Xi'an Dingzhun College Entrance Examination Tutorial School (西安丁准高考補習學校). For the purpose of the Cornerstone Placing, Xi'an Dingzhun has engaged Chang'an International Trust Co., Ltd. (長安國際信託股份有限公司) ("Chang'an Trust"), an asset manager which is a QDII, to subscribe for and hold such Offer Shares

on behalf of it. Our Company became acquainted with Xi'an Dingzhun through our business network. To the best of our Directors' knowledge, information and belief after making all reasonable enquiries, each of Xi'an Dingzhun, Mr. Ding Huaming, Ms. Zhao Yuan, Xi'an Shankuo and Chang'an Trust is an Independent Third Party.

相关投资者类别（联交所的 FINI 承配人名单模板中所载或须于 FINI 界面披露）：

基石投资者

2024年6月20日

西安经发物业股份有限公司

和

**The Reynold Lemkins Group (Asia) Limited**

和

光银国际资本有限公司

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基石投资协议

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本协议（“本协议”）由以下各方于 2024 年 6 月 20 日订立

- (1) **西安经发物业股份有限公司**，一家根据中国法律注册成立的有限公司，其注册地址位于中国陕西省西安市经济技术开发区凤城二路 51 号西安金融创新中心 3 幢 1 单元 10701 室及其香港主要营业地址位于香港铜锣湾勿地臣街 1 号时代广场二座 31 楼（“公司”）；
- (2) **The Reynold Lemkins Group (Asia) Limited**，一家于香港注册成立的有限公司，其注册办事处位于 Unit 1603, 16th Floor, The L. Plaza, 367-375 Queen’s Road Central, Sheung Wan, Hong Kong（“投资者”）；
- (3) **光银国际资本有限公司**，一家根据香港法律注册成立的有限公司，其注册办事处位于香港湾仔告士打道 108 号光大中心 34-35 楼（“光银”或“独家保荐人”）。

鉴于：

- (A) 公司已申请通过全球发售（“**全球发售**”）方式将其 H 股于联交所（定义见下文）上市，包括(i) 向香港公众人士以认购要约发售股份（“**香港公开发售**”）和(ii)于美国境外根据证券法（定义见下文）S 规例以离岸交易向投资者（包括香港的专业及机构投资者）有条件发售 H 股（“**国际发售**”）。
- (B) 光银担任全球发售的独家保荐人，光银、建银国际金融有限公司（一家根据香港法律注册成立的有限公司，其注册办事处位于香港中环干诺道中 3 号中国建设银行大厦 12 楼）和招银国际融资有限公司（一家根据香港法律注册成立的有限公司，其注册办事处位于香港中环花园道三号冠君大厦 45 楼）担任全球发售的联席整体协调人（“**联席整体协调人**”）。
- (C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项：

## 1. 释义及诠释

- 1.1 于本协议（包括其序文及附表）内，除非文意另有所指，下列各字词及表述具有以下涵义：

“**联属人士**”就具体人士或实体而言，除非上下文另有规定，指通过一个或多个中间人直接或间接控制、受控于特定人士或实体或与其处于共同控制下的任何人士或实体。就该定义而言，“**控制**”（包括“**控制中**”、“**受控于**”及“**处于共同控制下**”）指直接或间接拥有指示或安排某个人士的管理及政策的权力，无论通过拥有具表决权的证券、以合约或以其他方式；

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**联系人 / 紧密联系人**”具有上市规则赋予该词的涵义，且复数形式的“**联系人 / 紧密联系人**”应据此作相应解释；

“**经纪佣金**”指按照上市规则费用规则第 7(1)段规定，按投资总额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港公众开放作正常银行业务运作及联交所开放进行证券买卖业务的任何日子，不包括星期六、星期日及香港公众假期；

“**资本市场中介人**”指参与全球发售的资本市场中介人，具有上市规则赋予该词的涵义；

“**中央结算系统**”指由香港中央结算有限公司设立及营运的中央结算及交收系统；

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**公司条例**”指香港法例第 622 章公司条例，经不时修订或补充；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章公司（清盘及杂项条文）条例，经不时修订或补充；

“**关连人士 / 核心关连人士**”具有上市规则赋予该词的涵义，且复数形式的“**关连人士 / 核心关连人士**”应据此作相应解释；

“**合约（第三者权利）条例**”指香港法例第 623 章合约（第三者权利）条例，经不时修订或补充；

“**控股股东**”，除非上下文另有规定，具有上市规则赋予该词的涵义，且复数形式的“**控股股东**”应据此作相应解释；

“**延迟交付日期**”，在香港公开发售承销协议及国际发售承销协议均已签订且该等协议成为无条件及未被终止的前提下，指光银须根据第 4.4 条通知投资者的较迟日期；

“**出售**”就任何相关股份而言包括直接或间接；

- (a) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法律或实益权益（包括设立或以任何协议设立或出售或授出或同意出售或授出任何购股权或订立合同购买、认购、出借或以其他方式转让或处置任何认股权证或购买权利，或认购、出借或以其他方式转让或处置或购买或同意购买任何购股权、合同、认股权证或出售权利），或于相关股份或可兑换为或可行使或交换有关相关股份的任何其他证券或代表有权收取有关相关股份的任何法律或实益权益，或在该等权益上增设任何性质的第三方权利，或订约进行（不论直接或间接及不论有条件或无条件）前述事宜；或
- (b) 订立任何掉期或其他安排，向另一方转让全部或部分该等相关股份或该等其他证券的任何经济后果或所有权的附带事项或其中的任何权益；或
- (c) 订立任何其他直接或间接与上文(a)及(b)项所述任何交易具有相同经济影响的交易；或
- (d) 同意或签署合同或公开宣布有意订立上文(a)、(b)及(c)项所述的任何交易，且在各种情况下，不论任何上文(a)、(b)及(c)项所述的交易是否通过交付相关股份或其他可转换为或可行使或交换相关股份的证券、现金或以其他方式结算；并且“**处置**”应按此定义诠释；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有序文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、执委会、团体、机关或机构或任何证券交易所、自我规管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

“**H 股**”指公司普通股中拟于联交所上市及交易的股份；

“**获弥偿各方**”具有第 6.5 条赋予该词的涵义，及在文义所需之处，“**获弥偿方**”指其中任何一方；

“**国际发售**”具有序文(A)项赋予该词的涵义；

“**国际发售通函**”指公司预期因国际发售而向有意向的投资人（包括投资者）刊发的最终发售通函，经不时修订或补充；

“**投资者股份**”指投资者根据本协议条款及条件将于国际发售中认购的 H 股数目，其根据附表 1 的规定进行计算，并由公司和光银最终厘定；

“**法律**”指所有相关司法辖区的任何政府机关（包括联交所和证监会）的法律、法例、成文法、条例、规定、法规、指引、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

“**征费**”指投资总额的 0.0027% 或于上市日期有效的证监会交易征费（作为证监会交易征费）、投资总额的 0.00565% 或于上市日期有效的交易费（作为联交所交易费）及投资总额的 0.00015% 或于上市日期有效的交易征费（作为香港会计及财务汇报局交易征费）；

“**上市日期**”指 H 股股份首次于联交所主板上市日期；

“**上市规则**”指香港联合交易所有限公司证券上市规则，以及联交所上市决定、指引及其他规定，经不时修订或补充；

“**禁售期**”具有第 5.1 条赋予该词的涵义；

“**发售价**”指根据全球发售将予发行 H 股的每股最终港元价格（不包括经纪佣金及征费）；

“**超额配股权**”具有国际发售通函赋予该词的涵义；

“**各方**”指本协议所列的各方，及在文义所需之处，“**一方**”应指彼等其中任何一方；

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

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函，经不时修订或补充；

“**专业投资者**”具有证券及期货条例附表 1 第 1 部分赋予该词的涵义；

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

“**公开文件**”指国际发售的初步发售通函及国际发售通函，以及公司将就香港公开发售而在香港刊发的招股书，以及公司就全球发售而可能发出的其他文件及公告，经不时修订或补充；

“**监管机构**”具有第 6.2(i)条所赋予的涵义；

“**相关股份**”指投资者根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而衍生自投资者股份的公司任何 H 股或其他证券或权益；

“**人民币**”指中华人民共和国的法定货币；

“**证券法**”指美国 1933 年证券法 (the United States Securities Act of 1933)（经修订）；

“**证监会**”指香港证券及期货事务监察委员会；

“**证券及期货条例**”指香港法例第 571 章证券及期货条例，经不时修订或补充；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

- (a) 所提述的“**条**”、“**款**”或“**附表**”乃指本协议的条、款或附表；
- (b) 索引、条款及附表标题仅供说明之用，并不影响本协议的解释或释义；
- (c) 附表为本协议的组成部分，如同本协议的正文所订明者具有相同效力及效果，而任何对本协议的提述均包括附表；
- (d) 提述的单数词包括复数词，反之亦然，及表达特定性别的词语应当视为包括另一性别；
- (e) 凡提及本协议或另一法律文件均包括它们的任何变更或替代性文件；
- (f) 提述法规或法定条文时包括提述：
  - (i) 经不时合并、修订、补充、修改、重新颁布或被任何法规或法定条文所替代的该项法规或条文；

- (ii) 其重新颁布（不论是否修订）时被废除的任何法规或法定条文；及
- (iii) 其项下作出的任何附属立法；
- (g) 除非另有指明，所提述的时间及日期分别为香港时间及日期；
- (h) 所提述的“人士”包括对个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机构、合资企业、组织或合伙企业（不论是否具有独立法律人格）的提述；
- (i) 所提述的“包括”、“包含”及“其中包括”须分别解释为包括但不限于、包含但不限于以及其中包括但不限于；及
- (j) 所提述的任何非香港司法辖区的任何行动、补救、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事宜的任何法律词汇视作包括该司法辖区内与相关香港法律词汇最相近的涵义。

## 2. 投资

2.1 受限于下文第 3 条提述之条件的达成（或被各方豁免，但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条载列的条件不可豁免，且第 3.1(e)条所载的条件仅可由公司、独家保荐人及光银豁免），及在本协议其他条款及条件的规限下：

- (a) 作为国际发售的一部分，投资者将通过光银及 / 或其附属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行及配售，且光银将分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份予投资者；及
- (b) 投资者将根据第 4.3 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 投资者可不迟于上市日期前十个营业日向公司、独家保荐人和光银发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：(i)不得为美国人士，(ii)位于美国境外，及(iii)倚赖证券法下的 S 规例于美国境外以离岸交易收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日期向公司、独家保荐人和光银提供书面确认函，表明其同意受投资者在本协议中作出的相同约定、声明、保证、承诺、承认和确认所约束，且投资者在本协议中作出的约定、声明、保证、承诺、承认和确认须视作由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i) 向公司、独家保荐人和光银无条件及不可撤销地保证，该全资附属公司将妥善及按时履行及遵守其在本协议下的所有约定、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及(ii) 承诺根据第 6.5 条向获弥偿各方作出悉数及有效弥偿，并按要求确保获弥偿各方一经要求即获得弥偿。

投资者在第 2.2 条下的义务构成直接、主要和无条件的义务，必须一经要求即向公司、独家保荐人或光银支付该全资附属公司在本协议下应付的任何款项，以及一经要求立即履行该全资附属公司在本协议下的任何义务，而无需公司、独家保荐人或光银率先对该全资附属公司或任何其他人士采取行动。除非上下文另有规定，否则投资者一词在本协议中须解释为包括该全资附属公司。

2.3 公司和光银可全权酌情决定，根据第 4.4 条于延迟交付日期交付全部或部分投资者股份。

2.4 公司和光银（为其自身及代表全球发售的承销商）将以其可能同意的方式厘定发售价。投资者股份的准确数目将由公司和光银（为其自身及代表全球发售的承销商）根据附表 1 最终厘定，该厘定将为最终决定并对投资者具约束力，但有明显错误除外。

### 3. 交割条件

3.1 投资者根据本协议所述认购投资者股份的义务，以及公司和光银各自根据第 2.1 条所述发行、配售、分配及 / 或交付（视情况而定）或促致发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人和光银豁免）时方可作实：

- (a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；
- (b) 发售价已经根据定价协议订立；
- (c) 联交所已批准 H 股（包括投资者股份以及其他适用的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于 H 股于联交所主板开始买卖前撤回；
- (d) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；及
- (e) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面准确、真实及不具误导性，且投资者没有重大违反本协议。

3.2 倘第 3.1 条所载各项条件并未于 2024 年 12 月 31 日当日或之前或经公司、投资者、独家保荐人和光银之间书面同意的其他日期达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由公司、独家保荐人和光银豁免），则投资者认购投资者股份的义务，以及公司和光银各自发行、配售、分配及 / 或交付（视情况而定）或促致发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快退还予投资者，且本协议亦即时告终止及无效，而公司、独家保荐人及 / 或光银的所有义务与法律责任即时停止及终止，惟根据本第 3.2 条终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问，本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

3.3 投资者承认，概无保证将完成全球发售，倘全球发售因任何原因未于拟定日期及时完成或根本无法完成，则公司、独家保荐人或光银概不对投资者承担任何责任。倘全球发售因任何原因未于拟定日期及时间完成或根本无法完成，投资者特此放弃对公司、独家保荐人及 / 或光银或其各自附属人士提出任何申索或采取任何行动的任何权利（如有）。

### 4. 交割

- 4.1 受限于第 3 条和本第 4 条，根据国际发售及作为其中一部分，投资者将按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时或于延迟交付日期于公司和光银确定的时间以其确定的方式被认购。
- 4.2 倘若根据公司和光银的意见，公司不能满足上市规则第 8.08(3)条有关的规定（即于上市日期，公司持股量最高的三名公众股东实益拥有不超过 50% 公众所持 H 股），则公司和光银可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08(3)条的规定。
- 4.3 投资者或投资者指定方应于上市日期上午八(8)时前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至光银 在不迟于上市日期前一(1)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。
- 4.4 倘公司和光银全权酌情决定应于上市日期之后的某个日期（“延迟交付日期”）交付全部或部分投资者股份，则光银须于下列时间以书面形式告知投资者以下事项：(i) 不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii) 不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，但前提是延迟交付日期不得迟于可行使超额配股权的最后一天之后的第三(3)个营业日。倘将于延迟交付日期向投资者交付投资者股份，投资者仍须按照第 4.3 条的规定支付投资者股份的股款。倘国际发售中并无超额配售，则不应发生延迟交付。
- 4.5 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的投资者参与者账户或股份账户，该等账户信息由投资者于不迟于上市日期前两(2)个营业日或不迟于按照第 4.4 条厘定的延迟交付日期前两(2)个营业日以书面形式告知光银。
- 4.6 在不影响第 4.4 条规定的前提下，投资者股份亦可以公司、独家保荐人及光银及投资者书面协定的任何其他方式进行交付及付款，但前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后的第三(3)个营业日。
- 4.7 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人和光银各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人和光银各自的所有义务及责任将实时告结束及终止（惟不损害公司、独家保荐人和光银因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第 6.5 条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。
- 4.8 倘公司、独家保荐人或光银彼等各自的联属人士，因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、国家、国际或地区性的紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发和其他自然灾害、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动的威胁和升级、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、HSN1、MERS 及 COVID-19）的爆发或升级、有关疾病或流行病的政策、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或器械或电气故障、计算机故障、任何货币传输系统故障、银行系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况等，无法履行或延迟履行本

协议下的义务，则公司、独家保荐人或光银（视情况而定）均无需（不论共同或个别）就任何无法履行或延迟履行本协议下的义务的情形负责。

## 5. 对投资者的限制

- 5.1 受限于第 5.3 条，投资者（为其自身及代表投资者附属公司（倘若投资者股份由投资者附属公司持有））同意并向公司、独家保荐人和光银承诺和保证，在未获公司、独家保荐人和光银事先书面同意前，其不会于自上市日期起（包括上市日期）的六(6)个月期间（“**禁售期**”）的任何时间直接或间接 (i) 以任何方式出售任何相关股份或处置于任何持有相关股份的任何公司或实体中的任何权益，包括任何可转换为、可交换为或行使后取得前述证券的其他证券，或任何附有收取前述证券权利的其他证券；(ii) 同意、订约或公开公布有意与第三方订立一项出售相关股份的交易；(iii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iv) 订立与任何上述交易直接或间接具有相同经济影响的任何交易。
- 5.2 公司、独家保荐人和光银确认，禁售期届满后，投资者(为其自身及代表投资者附属公司)可自由出售任何相关股份，但前提是投资者在出售前，(i)须书面通知公司、独家保荐人和光银，且(ii)须尽一切努力确保任何有关出售不会导致 H 股出现混乱或虚假市场，且另一方面符合所有主管司法管辖机构的证券交易相关所有适用法律、法规及规则（包括公司条例、公司（清盘及杂项条文）条例、证券及期货条例、上市规则及所有适用法律）的规定。
- 5.3 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：
- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人和光银酌情满意的条件向公司、独家保荐人和光银并为其等的利益作出书面承诺同意，且投资者承诺确保该全资附属公司将受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，犹如该全资附属公司本身须遵守该等义务及限制；
  - (b) 该全资附属公司被视为已作出第 6 条规定的相同承认、声明及保证；
  - (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
  - (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司、独家保荐人和光银满意的条件向其并为其等的利益作出且投资者须确保其作出书面承诺，同意该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括但不限于本第 5 条对投资者施加的限制，并作出本协议下的相同承认、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及
  - (e) 该全资附属公司 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例在美国境外以离岸交易收购相关股份。
- 5.4 投资者同意及承诺，除非经公司、独家保荐人和光银事先书面同意，投资者及其联系人或紧密联系人于公司已发行股本总额中合共（直接及间接）持有的股份须少于公司



全部已发行股本的 10%（或就“主要股东”的定义而言，上市规则不时规定的其他百分比），且其不会或为上市规则所界定的公司的核心关连人士。投资者同意，一旦发现其本身及其联系人或紧密联系人合共（直接及间接）持有的股份将达到或超过公司全部已发行股本的 10%（或就主要股东的定义而言，上市规则不时规定的其他百分比，或可能导致投资者的持股不会被上市规则或联交所视为公众持股的其他百分比），则投资者会在切实可行的情况下尽快将该情况书面通知公司、独家保荐人和光银。在上市日期之后，投资者及其联系人或紧密联系人在公司总发行股本中的合并持股（直接或间接）将不会引起公司由公众持有的 H 股总数减少至上市规则第 8.08 条列明的要求的百分比或其他任何时候由联交所批准的并适用于公司的百分比。

- 5.5 投资者同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资 (on a proprietary investment basis)，并将按公司、独家保荐人及 / 或光银的合理要求向公司、独家保荐人及 / 或光银提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得，且须促使其股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的 H 股（投资者股份除外）或在香港公开发售中申请认购 H 股。
- 5.6 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、监事、高级职员、雇员或代理订立任何与上市规则（包括联交所新上市申请人指南第 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。
- 5.7 投资者将使用内部资源，而不是获得外部融资，为其认购投资者股份提供资金。

## 6. 承认、声明、承诺及保证

### 6.1 投资者向公司、独家保荐人和光银承认、同意及确认：

- (a) 公司、独家保荐人及光银及他们各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或者就发售价将属于公开文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公开文件所列的指示范围向投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须就全球发售或按照公司（清盘及杂项条文）条例及上市规则将其核证副本向香港监管机关备案及于联交所网站及公司网站展示；
- (c) 根据上市规则须向联交所提交或须在 FINI 上提交的有关投资者的资料将按需要与公司、联交所、证监会及其他监管机构分享，并将纳入综合承配人名单并在 FINI 上向联席整体协调人披露；
- (d) 发售价通过公司与相关联席整体协调人（为其自身及代表承销商）之间的协议，按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；

- (e) 投资者将通过光银及 / 或其联属人士（以国际发售的国际承销商的国际代表身份）认购投资者股份；
- (f) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (g) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士；
- (h) 投资者股份数目可能会受根据上市规则第 18 项应用指引及联交所新上市申请人指南第 4.14 章在国际发售与香港公开发售之间进行的 H 股重新分配或联交所不时批准、适用于公司的其他比例所影响；
- (i) 公司和光银可酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08(3)条的要求；
- (j) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司、独家保荐人及 / 或光银已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；
- (k) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；
- (l) 投资者理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (m) 投资者明白，公司、独家保荐人、光银、资本市场中介人或国际发售的任何一名国际承销商并未有就证券法第 144A 条适用性、投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144A 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (n) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (o) 投资者已收到（及可能日后收到）与其及其联属人士投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕消息（定义见证券及期货条例）的信息，且：
  - (i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则（“need-to-know basis”），即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；
  - (ii) 其将尽全力确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会向任何人士披露该

等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(o)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其附属人士或联系人的 H 股或其他证券或衍生工具；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
- (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料中均无任何内容应构成任何合同或承诺的依据；
  - (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的材料作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及
  - (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者的材料于订立本协议后可能会进一步作出修订，故投资者于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (q) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约或招揽购买任何证券的要约邀请；
- (r) 投资者或其任何附属人士或代其行事的任何人士未曾亦不会从事任何与 H 股相关的定向销售工作（定义见 S 规例）；
- (s) 投资者已获得其认为对评估收购投资者股份的利弊及风险必要或有利的所有信息，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜咨询公司、独家保荐人或光银并获得答复，且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及信息；
- (t) 在作出投资决定时，投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的信息，而非任何其他可能已由公司、独家保荐人及 / 或光银或其代表（包括其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者的信息，公司、独家保荐人、光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等信息或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人、光银及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会对投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士因上述人士使用或依赖该等信

息或材料，或其他在国际发售通函中未包含的任何信息而产生的后果负任何责任；

- (u) 独家保荐人、联席整体协调人、资本市场中介人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终稿国际发售通函另有规定外，公司及其各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；
- (v) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (w) 投资者已自行对公司及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括但不限于税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或任何独家保荐人、联席整体协调人、资本市场中介人或有关全球发售的承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人、联席整体协调人或其各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (x) 投资者确认现时并无投资者股份的公开市场，而公司、独家保荐人、联席整体协调人、承销商或彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、代表、联系人、伙伴及顾问以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开市场；
- (y) 任何 H 股买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对 H 股交易的限制）；
- (z) 在全球发售基于任何理由而不能完成的情况下，公司、独家保荐人、联席整体协调人、承销商以及参与全球发售的任何其他方或其各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司承担的责任；
- (aa) 公司和相关联席整体协调人对决定变更或调整 (i) 向全球发售分配的 H 股数目或其中任何部分；及 (ii) 香港公开发售及国际发售分别将予发行的 H 股数目或其中任何部分，拥有绝对酌情权；
- (bb) 投资者已同意于上市日期早上八(8)时前（香港时间）或根据第 4.6 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；

- (cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获公司认可；
- (dd) 如所有与境内合格机构投资者（“**QDII**”）进行境外证券投资相关的中国适用法律法规所定义，倘投资者通过**QDII**进行投资，则投资者无条件及不可撤销地向公司、独家保荐人和光银作出承诺及保证：
  - (i) 其将促使**QDII**向公司、独家保荐人和光银交付一份有效签署的、有约束力的且可执行的承诺（其形式和内容令公司、独家保荐人和光银满意），以承诺**QDII**将受本协议所产生的或本协议项下的或与本协议相关的所有投资者责任、承诺、声明、保证、弥偿及责任的约束，并提供、作出及履行前述各项义务和责任（统称“**投资者责任**”）；及
  - (ii) 其将促使**QDII**及时尽职履行并遵守所有投资者责任。

6.2 投资者向公司、独家保荐人和光银作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股书草稿或初步发售通函草稿等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（“**批准**”）均已获得且完全有效，而该等批准概不受未实施或履行之任何先决条件所限；
- (h) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者的公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (i) 其已且将遵守与认购投资者股份相关的所有司法辖区的所有适用法律，包括但不限于按联交所、证监会及其他政府部门（包括但不限于适用政府、公共、

货币或监管部门或机构或证券交易所）（“监管机构”）的规定，应要求及时以直接或间接通过公司、独家保荐人及/或光银的方式向监管机构提供或促使或促成他人提供有关信息（包括投资者股份的最终实益拥有人（如有）及/或发出有关收购的指示的最终负责人的身份信息），并同意及赞成披露该等信息。投资者进一步授权公司、独家保荐人或光银或其各自的联属人士向有关监管机构披露其可能要求的与本协议项下的交易相关的全部信息；

- (j) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有信息；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；
- (k) 其日常业务为买卖股票或债券或其为专业投资者且其就本协议项下的交易而言并非系任何独家保荐人或光银的客户而签订本协议；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（依赖证券法 S 规例）中进行，且其并非美国人士；
- (n) 投资者将以豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士（定义见上市规则）、代名人或其联系人，且投资者收购投资者股份不会构成关连交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议的其他人士的关系，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会颁布的《公司收购及合并守则》）的任何其他一方或各方之间存在何种关系；(iii) 并无直接或间接接受公司任何核心关连人士（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关核心关连人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；及 (iv) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5(2)段所述的任何类别人士；
- (p) 投资者将使用自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及计划获得贷款或其他形式的融资；
- (q) 各投资者、其实益拥有人及/或联系人并非全球发售的任何独家保荐人、联席整体协调人、联席全球协调人、联席账簿管理人、联席牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何承销商的“关连客户”。“关连客户”、“牵头经纪商”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；

- (s) 投资者、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；
- (t) 除先前以书面通知独家保荐人及光银外，投资者或其实益拥有人均不属于 (a) 联交所的 FINI 承配人名单模板（placee list template）中所载或须在 FINI 界面或按上市规则有关承配人的信息的要求所须披露的任何承配人类别（placee categories）（除“基石投资者”外）；或 (b) 根据上市规则（包括上市规则第 12.08A 条）须于公司配售结果公告中注明的任何承配人群组；
- (u) 投资者并未且不会与任何“分销商”（定义见证券法 S 规例）就分派 H 股订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (v) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、联交所发布的新上市申请人指南第 4.15 章的规定及法律适用的进行；
- (w) 投资者及其紧密联系人（定义见上市规则）（直接或间接）所持公司已发行股份总数不得导致公众人士（定义见上市规则）持有的公司证券总数低于上市规则规定的百分比或联交所另行批准的百分比；
- (x) 投资者、其实益拥有人及 / 或联系人概无以公司或其各自的任何关连人士、独家保荐人、联席整体协调人、资本市场中介人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人，且与该等人士并无关连。
- (y) 投资者或其任何联属人士均未收到或预期收到任何公司（或其任何联属人士及股东）通过附属协议或其他方式，分配的除根据本协议约定按照发行价计的 H 股保证分配之外的股份；
- (z) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (aa) 投资者或其各自的任何联系人除根据本协议以外，概无申请全球发售项下的任何 H 股；及
- (bb) 除之前以书面形式向公司、独家保荐人及光银披露的情况外，投资者、其实益拥有人及 / 或联系人并无亦不会订立任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 投资者向公司、独家保荐人和光银声明及保证，附表 2 所载有关其本身及其为成员公司的集团的详情、投资者的背景资料及彼等与公司的关系在所有方面均属真实、完整及准确，且无误导成分。在不影响第 6.1(b) 条规定的情况下，投资者不可撤回地同意，倘公司、独家保荐人和光银全权认为有必要，则于公开的文件、市场推广及路演材料以及公司、独家保荐人及 / 或光银可能就全球发售刊发的其他公告中引述及载列其名称及本协议的全部或部分详情（包括附表 2 所载详情）。投资者承诺会尽快提供有关其本身、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人及 / 或光银可能合理要求的其他事项的其他信息及 / 或支持文件，以确保其符合适用法律及 / 或公司或证券登记及 / 或联交所及证监会等主管监管机构的要求。投资者谨此同意，经审阅将载入公开文件草稿及不时提供予投资者的其他有关全球发售的市场推广材料以及投资者可能合理要求作出修订（如有）的有关其本身及其为成员公司的集团的详情后，投资

者应被视为担保有关其本身及其为成员公司的集团的详情在所有方面均属真实、准确及完整，且无误导成分。

- 6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明及确认乃（其中包括）按香港法例及证券法等的规定作出。投资者承认，公司、独家保荐人、联席整体协调人、资本市场中介人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司、独家保荐人和光银，且公司、独家保荐人和光银有权终止本协议，且不完成本协议项下拟进行的交易。
- 6.5 投资者同意及承诺，投资者会在接获书面要求时就可能因投资者股份的认购、投资者股份或本协议而以任何方式（包括因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）针对公司、独家保荐人、联席整体协调人、资本市场中介人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿各方**”）而作出或确立的任何及全部损失、成本、费用、开支、索赔要求、法律行动、责任、法律程序或损害，及就任何获弥偿各方可能因上述任何索赔要求、法律行动或法律程序或对该等索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿各方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。在任何情况下，本第 6.5 条在本协议终止后仍然继续有效。
- 6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期及延迟交付日期（如适用）重复作出。
- 6.7 公司向投资者声明、保证及承诺：
- (a) 其已正式注册成立，并依据其注册成立地法律有效存续；
  - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；
  - (c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4、4.5 或 4.6 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的 H 股享有同等地位；
  - (d) 公司、集团任何成员公司及彼等各自的联属人士、董事、监事、高级职员、雇员及代理概无就全球发售与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所发布的新上市申请人指南第 4.15 章）不符的补充协议，以给予投资者任何直接或间接利益使其参与全球发售的配售组别，亦概无以其他方式从事该等任何行为或活动；及
  - (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、监事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。



6.8 公司和光银承认、确认及同意投资者将依赖于国际发售通函所载资料及投资者就国际发售通函与其他购买国际发售中的 H 股的投资者拥有同等权利。

## 7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条、第 4.7 条、第 4.8 条或第 10.15 条的规定终止；
- (b) 若于国际发售结束时或之前或（如适用）于延迟交付日期或之前，投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）严重违反本协议（包括但不限于投资者于本协议下所作任何承认、声明、承诺及保证在任何方面属不准确、失实或具误导），可由公司、独家保荐人或光银单独终止；或
- (c) 在获得各方的书面同意的情况下终止。

7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，且任何一方均不得针对其他方提出任何申索，但这并不影响在该终止或之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。本协议第 6.5、7.2、8.1、9、10、11、12 及 13 条在本协议终止后仍然继续有效。

7.3 为免生疑问，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

## 8. 公布及保密

8.1 除本协议另有规定者外，未经其他各方事先书面同意，任何一方不得披露任何有关本协议或根据本协议拟进行的交易或涉及公司、独家保荐人、联席整体协调人及投资者的任何其他安排的信息。虽有上述规定，但任何一方可向以下各方披露本协议：

- (a) 向联交所、证监会及／或规管公司、独家保荐人及／或联席整体协调人或承销商的其他监管机构披露，而投资者的背景以及公司与投资者的关系可于公司将予刊发的公开文件以及公司、独家保荐人及／或联席整体协调人或承销商因全球发售而将予刊发的市场推广、路演材料及其他公告及其他文件内载述；
- (b) 严格按需者方知原则向各方各自的法律及财务顾问、核数师及其他顾问（“顾问”）以及联属人士、联系人、董事、监事、高级职员及相关雇员及代表披露，前提是有关方应 (i) 促使其上述顾问以及联属人士、联系人、董事、高级职员及相关雇员及代表知悉及遵守本协议所载的所有保密义务；及 (ii) 对其上述顾问以及联属人士、联系人、董事、监事、高级职员及相关雇员及代表违反任何有关保密义务负责；及
- (c) 任何一方根据任何适用法律、对有关方具有管辖权的任何政府机关或机构（包括联交所及证监会）或主管证券交易所的相关规则（包括根据公司（清盘及杂项条文）条例及上市规则将本协议作为重大合同呈交香港公司注册处登记及于联交所网站及公司网站展示）的规定或任何政府主管机关具有约束力的判决、命令或规定可能须予披露的其他情况。

- 8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人和光银并征得彼等的事先书面同意者则除外。
- 8.3 公司须尽适当努力提供与本协议相关的将载于任何公开文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以在其刊发此等公开文件之前供投资者审阅。投资者均应与公司、独家保荐人和光银合作，确保有关公开文件内的全部提述均属真实、完整、准确且无误导成分，且公开文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人和光银以及彼等各自的法律顾问提供任何意见及确认书。
- 8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及 / 或公司、独家保荐人或光银可合理要求的本协议提及的其他有关事项有关的进一步资料及 / 或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司、独家保荐人和光银符合适用的公司或证券登记规定及 / 或主管监管机关（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、联席整体协调人及 / 或承销商等其他参与全球发售的人士的关系。

## 9. 通知

- 9.1 根据本协议发出的所有通知须采用英文及 / 或中文的书面形式，并须按第 9.2 条规定的方式送至下列地址：

如致公司，至：

地址： 中国陕西省西安市经济技术开发区凤城二路 51 号西安金融创新中心 3 幢 1 单元 10701 室

电邮： 13571891986

收件人：李修远

如致投资者，至：

地址： 中国北京市朝阳区建国门外大街 1 号国贸写字楼 1 座 1913

电邮： haoran.liu@reynoldlemkins.com

收件人：刘浩然

如致光银，至：

地址： 香港湾仔告士打道108 号光大中心34-35楼

传真： (852) 2532 6802

电邮： prj.kingcastle@cebi.com.hk

收件人：CEBI CF and ECM

- 9.2 任何根据本协议送呈的通知须由专人送递或以传真发送或以电邮发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以传真发送则在收到传送确认后，

及倘以电邮发送则在传送完成后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

## 10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外，公司与光银真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 投资者、公司、独家保荐人和光银应就本协议所需或可能所需或与之相关的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.4 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。
- 10.5 本协议仅以中文签订。
- 10.6 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担。
- 10.7 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。
- 10.8 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持完全的效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。
- 10.9 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.10 除非本第 10.10 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条。
  - (b) 本协议可无需经第 10.10(a) 条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.11 独家保荐人和光银均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家附属公司。根据本分条下的权力转授，相关独家保荐人或光银均应个别地（但非共同的）根据本分条对其转授相关权利、职责、权力及 / 或酌情决定权的对其按此转授权力的附属公司的所有行为及过失承担责任。

- 10.12 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视为有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.13 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
  - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.14 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可获得或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.15 假如投资者于上市日期或延迟交付日期（如适用）或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人和光银亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。
- 10.16 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

## **11. 管辖法律及司法管辖权**

- 11.1 本协议受香港法例规管并据此予以诠释。
- 11.2 因本协议而产生或与之有关的或因本协议的存在、或因违反、终止、解释、履行本协议或本协议失效而产生的或与之有关的任何纠纷、分歧、争议或索赔或任何因本协议而引起或与之有关的非合同性纠纷，应根据递交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地应为香港。应有三名仲裁员且仲裁程序中的语言应为英文。仲裁庭的决议及判决为最终决定，对各方具有约束力，可于任何具有司法管辖权的法院作出及执行，且只要可以放弃向任何司法机构申请任何形式的上诉、审查或追索的任何及所有权利，各方应不可撤销及无条件地放弃该等权利。尽管有以上规定，但在仲裁庭被指定前，各方有权向有管辖权的法院寻求临时禁令性救济或其他临时救济。在不影响根据国家法院司法管辖权可能提供的临时救济的情况下，仲裁庭可全权授予临时救济或命令各方要求法院修改或撤销由其提出的临时或初步救济，并就任何一方未能尊重仲裁庭就此而作出的命令判定赔偿。

## **12. 豁免**

在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可能为自身或其资产、物业或收入提出豁免（以主权或皇室身份或其他方式为由）任何法律诉讼、

诉讼、诉讼程序或其他法律程序（包括仲裁程序）、任何法院所辖司法管辖区抵销或反诉送达法律程序文件、扣押或协助执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决），或因给予任何救济，或执行任何判决、裁决、决定、命令或裁定（包括任何仲裁裁决）而免受其他法律诉讼、诉讼或法律程序的情况下，或在任何上述司法管辖区中上述的豁免权可归因于其本身或其资产、物业或收入（无论是否提出豁免权）的情况下，投资者在此不可撤回地及无条件地放弃及同意不会请求或提出与任何该等法律程序有关的任何豁免权。

### **13. 副本**

- 13.1 本协议可签立为多份文本，各方每份均须签署。各文本等同于原件，但所有文本一并构成一份且属同一份文件。

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

西安经发物业股份有限公司

代表签字：

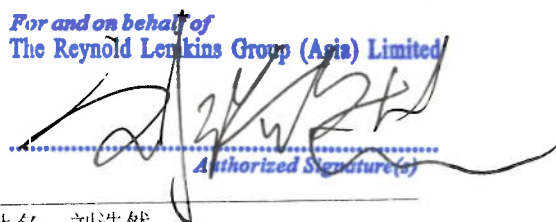


姓名：吴锁正  
职务：执行董事

**The Reynold Lemkins Group (Asia) Limited**

代表签字:

*For and on behalf of*  
**The Reynold Lemkins Group (Asia) Limited**



*Authorized Signature(s)*

姓名: 刘浩然  
职务: 执行董事

光银国际资本有限公司

代表签字：

A handwritten signature in blue ink, consisting of stylized, overlapping strokes that form a unique, abstract representation of the name.

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姓名：任泽新

职务：董事



## 附表 1

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)相当于 9,900,000 港元除以(2)发售价（不含投资者将就投资者股份支付的经纪佣金及征费），向下约整至最接近每手 300 H 股的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段、联交所新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间 H 股的重新分配影响。倘香港公开发售对 H 股的总需求属于公司招股书“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司和光银可酌情调整分配投资者股份数目以满足上市规则第 8.08(3)条的要求（该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的 H 股数量占比不得超过 50%）。

附表 2  
投资者详情

**投资者**

注册成立地点：Unit 1603, 16th Floor, The L. Plaza, 367-375 Queen's Road Central, Sheung Wan, Hong Kong

公司注册证书编号：2998531

商业登记号码：722441313-000-11-23-5

主营业务：咨询与投资

最终控股股东：Liu Haoran (刘浩然)

最终控股股东的注册成立地点：N/A

最终控股股东的商业登记号码：N/A

最终控股股东的主营业务：N/A

股东及持有之权益：100%

插入招股书的投资者详情：

The Reynold Lemkins Group (Asia) Limited (“Reynold Lemkins”) is an investment holding company incorporated in Hong Kong with limited liability in 2020. Reynold Lemkins is principally engaged in investment activities in capital markets, and is committed to providing long-term value to and industrialization of its invested companies from a long-term perspective. Reynold Lemkins is wholly owned by Mr. Liu Haoran (劉浩然). Mr. Liu Haoran is currently serving as an executive director and the China head of Reynold Lemkins where he is primarily responsible for its equity and strategic investments and capital operations. Our Company became acquainted with Reynold Lemkins through the introduction by Chang'an International Trust Co., Ltd. (長安國際信託股份有限公司). To the best of our Directors' knowledge, information and belief after making all reasonable enquiries, each of Reynold Lemkins and Mr. Liu Haoran is an Independent Third Party.

相关投资者类别（联交所的 FINI 承配人名单模板中所载或须于 FINI 界面披露）：

基石投资者

(f)

Certified True Copy by:

  
Cheng Hongrang  
Director  
June 21, 2024

2024年6月13日

附表一列人士

与

西安经发物业股份有限公司

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不竞争契据

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本不竞争契据（“**本契据**”）由以下各方于 2024 年 6 月 13 日签订：

- (1) 附表一中载有其名称与地址的人士（“**承诺人**”）；及
- (2) **西安经发物业股份有限公司**，为一家依据中华人民共和国法律设立的股份有限公司，其注册地址为中国陕西省西安市未央路 132 号（“**公司**”），代表其本身并作为其附属公司（见下文定义）的受托人。

**鉴于：**

- (1) 公司有意按照招股章程（见下文定义）中所载的公开发售及国际配售的方式（“**全球发售**”）发行其 H 股（见下文定义），并已申请其 H 股在香港联合交易所有限公司（“**联交所**”）主板上市并进行交易。
- (2) 为保障公司日后发展之利益及界定各方之权利及义务，承诺人同意与公司订立本契据。此外，为了保障公司不受任何可能发生的竞争所引起之损失的影响，承诺人同意赔偿公司就竞争而引致的损失。

**以兹为证，本契据达成下列内容：**

## **1. 定义与解释**

1.1. 除上下文另有规定外，本契据下列名词具有以下含义：

附属公司	应指	上市规则赋予的含义。
H 股	应指	公司股本中每股面值人民币 1.00 元的境外上市股份，须以港元认购和买卖，公司已就其申请批准在联交所上市和买卖。
紧密联系人	应指	上市规则中所指之含义，为本契据之目的，承诺人之紧密联系人不包括任何上市集团成员。

上市规则下中国发行人的紧密联系人，就公司而言，指（包括上市规则不时增加的其他定义）：(i) 其附属公司或控股公司或其控股公司的附属公司；(ii) 以该公司为受益人（或如属全权信托，以该公司所知是全权托管的对象）的任何信托中，具有受托人身份的受托人；(iii) 该公司、其附属公司或控股公司或其控股公司的附属公司，及／或上述(b)(ii)项所述的受托人以其受托人的身份直接或间接拥有股本权益的

任何其他公司（包括根据中国法律成立的合资企业），而他们所合共拥有的股本权益足以让它们在股东大会上行使或控制行使 30%（或适用的中国法律规定的任何百分比，而该百分比是触发强制性公开要约，或确立对企业法律上或管理上的控制所需的）或 30%以上的投票权，或足以让它们控制董事会大部份成员，以及该公司的任何附属公司；及（iv）联同该公司、其附属公司或控股公司或其控股公司的附属公司，及／或上述(b)(ii)项所述的受托人以其受托人身份在一家根据中国法律成立的合作式或合同式合营公司（不论是否为独立法人）拥有权益的任何其他公司或个人，而该公司、其附属公司或控股公司或其控股公司的附属公司，及／或上述(b)(ii)项所述的的受托人以其受托人身份直接或间接拥有该合营公司的出缴资本及／或出缴资产，或根据合同应占合营公司的盈利或其他收益 30%（或适用的中国法律规定的任何百分比，而该百分比是触发强制性公开要约，或确立对企业法律上或管理上的控制所需的）或 30%以上的权益。

上市集团	应指	公司及其附属公司（或如文义所指，公司及其任何一家或多家子公司）。
上市规则	应指	香港联合交易所有限公司证券上市规则（经不时修订、补充或以其他方式修改）。
受限业务	应指	本契据第 2.1(a)条所指之含义。
营业日	应指	香港银行一般开放办理业务的日子（星期六、星期日或香港公众假期除外）。
招股章程	应指	公司为其 H 股在联交所主板挂牌交易而印发的招股章程。
香港	应指	中华人民共和国香港特别行政区

1.2. 除文义另有所指外，本契据内提述的条款及分条款，是指本契据内的条款及分条款。

1.3. 本契据内之标题乃为方便提述，不构成本契据一部份，亦无协助释义之作用。

1.4. 本契据的附表一构成本契据重要组成部分并且任何对本契据的引述应包括对此附表一的引述。

1.5. 所提述之任何人应包括所有个人、公司、法团或非属法团的团体。

## 2. 不竞争承诺

2.1 除第4条所规定外，承诺人向公司无条件及不可撤销地作出以下承诺及保证，在本契据之有效期内：

- (a) 除第4条所列明的例外情况外，承诺人不会，并促使其任何紧密联系人（上市集团成员公司除外）不会直接或间接参与、从事或经营任何直接或间接与上市集团不时从事的业务（主要包括提供城市服务、住宅物业管理服务及商业物业管理服务，统称“**受限业务**”）存在或可能存在竞争的业务或在任何直接或间接与受限业务存在或可能存在竞争的公司或业务中直接或间接持有权益或利益（持有上市集团的权益除外），或进行任何受限制业务。
- (b) 倘若承诺人或其任何紧密联系人物色或获取任何与受限业务有关的新业务投资或其他商机（“**竞争性商机**”），则其将会并促使其紧密联系人按以下方式及时地将竞争性商机转介予公司：
  - (i) 竞争性商机出现后三十（30）个营业日内向公司发出书面通知（“**要约通知**”），将竞争性商机转介予公司，并提供竞争性商机的性质、投资或收购成本以及公司考虑是否接受该竞争性商机时所有合理需要知悉的其他详情；
  - (ii) 接获要约通知后，由在竞争性商机中并无任何利益的独立非执行董事组成的董事委员会（“**独立董事委员会**”）将就接受或拒绝竞争性商机代表公司做出决定；
  - (iii) 任何于竞争性商机中拥有实际或潜在利益的董事须放弃出席就有关考虑竞争性商机而召开的会议（除非独立董事委员会要求其出席）及放弃于会上的表决权，且不得计入法定人数；
  - (iv) 独立董事委员会将考虑接受提供的竞争性商机所带来的财务影响、竞争性商机的性质是否符合上市集团的战略及发展计划以及上市集团业务的宏观市况。如认为合适，独立董事委员会可在竞争性商机决策过程中委聘独立财务顾问及法律顾问协助；
  - (v) 独立董事委员会须于接获上述书面通知后三十（30）个营业日内代表公司以书面形式告知承诺人其接受或拒绝竞争性商机的决定；

- (vi) 倘承诺人接获通知表明独立董事委员会已拒绝该竞争性商机，或倘独立董事委员会未能于上述三十（30）个营业日期间内作出回复，则承诺人有权（但并非有此义务）接受该竞争性商机；及
  - (vii) 倘承诺人所接受的竞争性商机的性质、条款或条件出现任何重大变动，承诺人须将该经修订的竞争性商机转介予公司，犹如该竞争性商机乃新竞争性商机。
- (c) (i) 承诺人应，并应促使其有关的紧密联系人尽其最大努力配合提供公司的独立非执行董事进行审核履行本契据情况所需的资料；及
- (ii) 承诺人将于公司每年的年报中就本契据的遵守情况发表年度声明。

### 3. 先决条件

3.1 本契据的生效是取决于以下的先决条件得以满足：

- (a) 联交所上市委员会批准公司H股在联交所主板上市及买卖；及
- (b) 承销商根据承销协议之责任已为无附带条件（如适用，包括因承销商有效地放弃的任何附带条件），且无根据该协议之条款而终止；

若上述任何先决条件于2024年12月31日或之前未能获得满足，或已全部获得满足但于该日期后本契据各方依法达成共识以书面形式取消本契据，本契据将失效，且任何一方不得向另一方主张任何权利。

### 4. 例外情况

- 4.1 本契据不会限制承诺人及其紧密联系人从事与受限业务内容不相同或不类似及不构成竞争的业务，如某项业务曾经是受限业务，后来并非受限业务，承诺人及其紧密联系人从事该等业务或在该等业务中持有权益不构成对本契据的违反。
- 4.2 本契据第2.1条所列明的限制不适用于未来上市集团从事及开展新业务时，承诺人及/或其紧密联系人已经经营、从事或投资该新业务，承诺人及其紧密联系人从事该等业务或在该新业务中持有权益不构成对本契据的违反。
- 4.3 如承诺人或其紧密联系人持有任何不时与上市集团任何成员公司所进行的业务有竞争或可能构成竞争的任何公司（“**该公司**”）的已发行股份不超过该公司已发行股本之30%且并无控制该公司董事会的权利，则承诺人或其紧密联系人不应受上述第2.1条款限制。

## 5. 公司安排

- 5.1 公司的独立非执行董事应最少每年一次审核承诺人履行本契据的情况。
- 5.2 公司将根据上市规则的要求，透过年报或以刊发公告的方式，向公众披露独立非执行董事就遵守及执行本契据的情况所作出的检讨结果及审阅事项的有关决定（包括公司不承接获转介的竞争性商机的原因）。
- 5.3 根据公司的组织章程细则的适用条文，倘公司任何董事及／或其各自的紧密联系人于公司董事会所审议的有关遵守及执行本契据的任何事宜中拥有重大权益，则该董事不可就公司董事会批准该事宜的决议进行表决，且不得计入进行有关表决的法定人数内。

## 6. 补偿承诺

- 6.1 承诺人在此向公司承诺及保证赔偿公司就其违反上述第2条的任何承诺而引起的全部损失、损害和费用及开支。

## 7. 生效及终止

- 7.1 本契据经各方或其授权代表签署后即告成立，当本契据第3条约定的先决条件满足时即告生效。
- 7.2 本契据将于下列情形自动终止：
- (i) 承诺人及其紧密联系人不再直接或间接实益持有公司已发行股本百分之三十（30%）或以上之有投票权股份或证券或其他权益；或
  - (ii) 公司H股不再于联交所上市。

## 8. 失效的约定

- 8.1 各方是在遵循自愿和诚实信用的原则下，认为以上所述之限制在任何情况下都合理，但假若本契据被裁定在所有限制同时存在之情况下，不能合理地保障公司之利益，各方可商议就该等限制的某部分或某些部分进行合理的删减、修改或重新厘定，或缩短该等限制中所提及的有关时段，或删除该等限制中所涉及之范围。而就该等限制所进行之补充或修改，必须以书面形式进行，并由各方签署。该等补充或修改将被视为本契据不可分割的一部分并由本契据生效之日起生效。
- 8.2 本契据任何条款如依照任何管辖地区的法律，有任何不合法、无效或不能强制执行的情况，均不应影响其依照任何其它管辖地区法律的合法性、效力或可强制执行性，亦不应影响本契据任何其它条款之合法性、效力或可强制执行性。



如本契据内的任何条款被裁定无效但如作部分删除或削减应用则可成为有效者，则视该条款作有必要的删除或修订使之有效及可强制执行后仍实施。

## 9. 费用

9.1 承诺人及公司应各自承担为草拟、商讨、议定本契据而花费有关的法律、会计及其他之费用及开支。

## 10. 通知

10.1 与本契据有关的所有通知和文件均应以书面形式作出，并按本契据规定的方式送递。通知和文件可以派专人送递，亦可通过邮寄或传真送递至收件人指定的地址或传真号码。以专人送递的，以送递收据之日为收讫之日；以邮寄送达的，自付邮之日起第十个营业日为收讫之日。

10.2 公司收件资料为：

收件人： 西安经发物业股份有限公司  
联系地址： 陕西省西安市经济技术开发区凤城二路51号西安金融创新中心C幢  
联系电话： 李修远  
联络人： +86 13571891986

承诺人收件资料载于附表一。

## 11. 文字和文本

本契据签订正本一式六份，各签约方各持二份。

## 12. 适用法律

12.1 本契据适用香港法律管辖并按其解释。就与本契据的内容和履行有关的任何争议，各方当事人同意接受香港法院的非专属管辖权。

## 13. 其它

13.1 各方同意公司不行使或延迟行使任何在本契据下的权利、权力或特权将不影响其行使该权利、权力或特权，并且不构成对承诺人在此契据下的宽免。

13.2 本契据对每一方的继承人和受让人均有约束力。未经另一方事先书面同意，任何一方不得转让其于本契据项下的任何权利和义务。

13.3 除非获得各方事先书面协商一致，本契据之任何条款不得被修改或变更。

附表一

承诺人

名称	通讯地址
西安经发集团有 限责任公司	联系地址：西安经济技术开发区文景路中段16号白桦林国际A座10-11层
	联系电话：+86 029-86537691
	传真号码：/
	联络人：李凌霄
西安经发控股（集 团）有限责任公 司	联系地址：陕西省西安市经济技术开发区文景路中段16号白桦林国际A座5层
	联系电话：+86 029-86518171
	传真号码：/
	联络人：张明

兹证明承诺人和公司已于前文首页所载的年份和日期订立了本契据。

承诺人

西安经发集团有限责任公司  
签署、印章并交付  
并由席保军签字



)  
)  
) 席保军

见证人:

李修远

兹证明承诺人和公司已于前文首页所载的年份和日期订立了本契据。

承诺人

西安经发控股(集团)有限责任公司 )  
签署、印章并交付 )  
并由席保军签字) )



席保军

见证人:

李修远

公司

西安经发物业股份有限公司

签署、印并交付

并由吴锁正签字

见证人：



A handwritten signature in black ink, appearing to be '吴锁正', written below the text '见证人：'. The signature is somewhat stylized and cursive.

)  
)  
)

A handwritten signature in black ink, appearing to be '吴锁正', written above a horizontal line. The signature is cursive and matches the name mentioned in the text.

Certified True Copy by: (9)

  
Cheng Hongrang  
Director  
June 21, 2024

2024年6月13日

附表一列人士

与

西安经发物业股份有限公司  
(代表其本身并作为其附属公司的受托人)

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弥偿保证契据

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本弥偿保证契据（“**本契据**”）由以下各方于2024年6月13日签订：

- (1) 附表一中载有其名称与地址的人士（“**弥偿人**”）；及
  - (2) **西安经发物业股份有限公司**，为一家依据中华人民共和国法律设立的股份有限公司，其注册地址为中国陕西省西安市未央路132号（“**公司**”）。
- （弥偿人与公司，分别及合称为“**当事方**”）

鉴于：

- (A) 公司有意按照招股章程（见下文定义）中所载的公开发售及国际配售的方式（以下简称“**全球发售**”）发行其H股（见下文定义），并已申请其H股在香港联合交易所有限公司（“**联交所**”）主板上市并进行交易。
- (B) 弥偿人同意及承诺根据下列条款和条件共同和个别地给予上市集团（见下文定义）及上市集团内的每一个成员公司（“**上市集团成员**”）赔偿。

以兹为证，本契据达成下列内容：

## 1. 定义与解释

- (A) 在本契据中，除非文中另有要求：-
  - (i) 如果任何救济或任何获得退税的权利发生任何损失、减少、变更、取消或被剥夺，则课税金额应视为已经包括该救济或退税，或(如果更少)如果没有发生前述的损失、减少、变更、取消或被剥夺，上市集团或任何一个上市集团成员应由该救济减轻的课税金额(但仅限于上市集团成员能够完全使用该救济的程度)，适用当时生效的税率或当时适用于该等救济的税率或(若当时尚未确定税率)最终得知的税率，并假设上市集团或任何一个上市集团成员(视情况而定)拥有获得救济所必需的充足利润；
  - (ii) “**香港**”的引述指中华人民共和国香港特别行政区；
  - (iii) “**索赔**”包括(不限于)由香港税务局或中国的税务机关(不论本地、市级、省级、中央或其它)或其代表机关，或香港、中国或世界上任何其它地区(任何上市集团成员在该等地区有责任或可能有责任缴税，或被剥夺了寻求可使其获得税收宽免的救济而需要承担因为缴税而遭受任何损失、取消或削减)的任何其他税务、海关、财政、法定或政府机关或权力机构，签发的任何主张、反诉、评估、通知、要求或其它文件；
  - (iv) “**H股**”指公司股本中每股面值人民币1.00元的境外上市股份，须

以港元认购和买卖，公司已就其申请批准在联交所上市和买卖；

- (v) “**招股章程**”指公司为其 H 股在联交所主板上市并进行交易而印发的招股章程；
  - (vi) “**上市规则**”指香港联合交易所有限公司证券上市规则（经不时修订、补充或以其他方式修改）；
  - (vii) “**生效日**”指 H 股在联交所上市并进行交易的首日；
  - (viii) “**中国**”指中华人民共和国（为本契据之目的，不包括香港、澳门特别行政区及台湾地区）；
  - (ix) “**相关期间**”指招股章程所述的往绩记录期开始的日期到生效日的期间。
  - (x) “**附属公司**”指具备上市规则所界定涵义的公司子公司，其详情已载列于招股章程附录一“会计师报告”中；
  - (xi) “**上市集团**”指公司及其附属公司；
  - (xii) “**工作天**”指除星期六、星期天及中国和香港法定假期之外的任何一天；
  - (xiii) “**救济**”指在计算利润、贷款或其他涉及任何课税付款时可得到的任何救济、补贴、抵消、免除、减免或减除，或由全世界任何地方涉及课税的任何立法赋予或根据该立法，任何上市集团成员可得到的津贴；以及
  - (xiv) “**课税**”指：
    - (a) 本第 1A(i)条中所述的金额；及
    - (b) 所有花费、利益、罚金、罚款、收费和杂费开支或涉及任何(a)中所引述的开支或就(a)中所引述的任何金额的任何支付不能或任何迟延支付，包括在与上市集团成员或其任一成员应付或承担的花费和开支相同的程度上，涉及任何主张的解决或法律程序的花费和开支。
- (B) 本契据中，单数词包括复数形式，反之亦然；对主体的引述包括法人团体和非法人团体。
- (C) 本契据中，仅为提供便利而制作标题并且其不应影响本契据的制定。



(D) 本契据制定中： -

- (i) 被称为同类规则的规则不应适用，且由词语“其它”引出的常用词不应因特定上下文而被赋予限制性含义；
- (ii) 凡提及法定的规定，或上市规则的规定，应被诠释为不时经修订或重订或其适用情况被其它规定修改的该等规定，并且应包括由其重新制定的任何规定（不论是否经修改）；并且
- (iii) 常用词不应因特定上下文而被赋予限制性含义。

(E) 本契据的附表一构成本契据重要组成部分并且任何对本契据的引述应包括对附表一的引述。

## 2. 条件

本契据于生效日生效，假如 H 股未能于承销协议（如招股章程中所定义）中指定的全球发售成为无条件之日或本契据当事方另行同意的日期前在联交所主板挂牌上市，则本契据自动终止，惟本第 7 条、第 8 条及第 11 条继续有效。

## 3. 赔偿

弥偿人特此同意并承诺向上市集团及其每名成员赔偿，并无无论何时均对其赔偿要求进行全额赔偿，并保证每名上市集团成员不会直接或间接因以下原因而遭受任何资产的耗竭、减损、或债务的增加或任何的救济的损失或减少：

- (i) 任何上市集团成员在生效日或之前于其所在地区任何未申报或未按相关规定申报的课税、欠税及任何其他形式的税务负担在生效日后发生的追缴、滞纳金或罚款；
- (ii) 任何上市集团成员在相关期间因违反任何法律、法规、规章的相关规定未能为其员工足额缴纳社会保险及住房公积金而导致的任何申索、处罚或债务；及
- (iii) 所有合理成本(包括所有诉讼成本)、开销和任何上市集团成员可能因下列事项而需要承担的索赔、开支或其它债务：
  - (a) 针对任何索赔进行的调查、评估或反诉；
  - (b) 根据本契据进行的索赔；
  - (c) 任何上市集团成员就本契据或根据本契据提起的任何法律程序；或

(d) 上述(c)段所述法律程序的任何裁判或判决的执行。

#### 4. 限制

弥偿人在下列情形下不承担任何义务：

- (i) 招股章程中披露的公司及其附属公司的综合审计账目（下称“**账目**”）中已经为课税或第3条任何事项提供了足够的拨备。
- (ii) 任何上市集团成员由于在生效日后发生的任何事件或收到的收入和盈利或于日常业务经营过程中进行某项交易或进行正常的收购或出售资产，而需承担的责任；
- (iii) 除日常业务经营过程中或根据在生效日或之前创设的合法具有约束力的义务而进行或订立外，未经弥偿人书面同意或协议而于生效日之后自动生效的任何上市集团成员的任何行为或遗漏（不论单独发生还是与其他行为、遗漏或交易共同存在）而产生的课税或责任；
- (iv) 课税或责任被另一非上市集团成员的主体清偿，而该主体未就該等被清偿的课税或责任要求任何上市集团成员进行赔偿；
- (v) 该索赔乃是由于以下原因发生：(i)在生效日之后发生的任何法律的变化，而该变化具有追溯力；或(ii)依据香港税务局或中国税务机关或世界任何其他地区的任何其他权力机关在生效日之后作出的解释或惯例；或(iii)在生效日后发生的具有溯及力的税率的增加；及
- (vi) 账目中为课税所作的任何准备或预留最终为过度或超额准备或预留，而适用本第4(iv)条减少弥偿人对课税的责任的任何该等准备或预留的金额不适用于此后产生的任何该等责任。

#### 5. 索赔

- (A) 就任何索赔，公司应按照本契据第8条中规定的方式在合理可行时间内尽快向弥偿人发出或促使他人向弥偿人发出通知，惟该等通知义务不得作为弥偿人履行其赔偿责任的前提条件。
- (B) 根据本契据，弥偿人因公司作出赔偿应支付或应由除公司应收取的总金额应当是总额，包括因上市集团成员收取赔偿所衍生的课税，在法律要求任何减免或扣除的情况下，或者根据本契据弥偿人应作出或应由上市

集团成员收取的付款需要课税，那么弥偿人应当向上市集团成员支付前述额外款项，以此来保证在经过所有的减免、扣除或减去应课税款之后的赔款总额相当于公司或其他上市集团成员应当收取且未经任何减免、扣除或不需课税的赔偿金额，且除本第 5(B)项所述情况外，该付款不得有任何形式的减免或扣除。

- (B) 弥偿人据本契据应作出的付款包含未付课税款的利息，但该利息责任是由于上市集团成员的过失或故意造成的除外。
- (C) 在弥偿人根据本契据的约定向公司全数支付索赔金额之后，如果任何上市集团成员收到任何索偿或课税款的全额或部分退款，那么公司应按照扣除 (i)因追讨该等退款而支付或合理保持或遭受的任何成本、费用及开销，以及(ii)可能由于该退款而遭受或引起的额外税款后的余额，向弥偿人进行返还。
- (E) 公司可以就弥偿人在本契据下的责任作出全部或部分的放弃或让步，或者在其理性的判断下，准予延期或其它豁免，但不影响弥偿人在本契据下的任何责任或弥偿人的其它责任。除公司出具明确的书面同意外，概不得豁免或不追究弥偿人对本契据下任何条款的违反。

## 6. 弥偿人的保证

弥偿人在此向公司声明并保证：-

- (i) 其拥有完整的权力订立及履行本契据，且本契据根据其条款构成对弥偿人有效及有约束力的义务。
- (ii) 本契据的签署及交付，及弥偿人对本契据项下义务的履行，均不违反其组织章程或章程性文件的任何条款。

## 7. 开支和费用

本契据各当事方应各自支付其因进行本契据的协商、准备和签署所花费的专业费用、成本及开支。

## 8. 通知

- (A) 根据本契据发出的任何通知都应当以书面形式作出，并按下列地址(或收件人提前十个工作日以书面形式通知其他当事人的其它地址)向收件人发出即视为送达：

公司收件资料为：

收件人: 西安经发物业股份有限公司  
联系地址: 陕西省西安市经济技术开发区凤城二路51号西安金融创新中心C幢  
联系电话: 李修远  
联络人: +86 13571891986

(B) 如果通过邮局寄送则前述通知, 在有关通知寄出之后的第十个工作日视为送达。

## 9. 一般事项

- (A) 弥偿人向公司保证, 其将按要求完成为使本契据条款生效或具有法律效力所需的活动和事项, 并签署因此而必需订立的所有契据和文件。
- (B) 本契据在弥偿人、上市集团成员及其法定代表人、法定继承人和承让人之间产生约束力, 并将确保其利益。
- (C) 本契据代表了所有当事人或其中任何当事人就与本契据有关的事项达成的全部协议及共识。同时, 本契据取代并取消当事人就与本契据有关的事项先前所订立的任何其他契据、意愿书、往来信件、共识、协定或承诺(如有)。
- (D) 本契据可由各当事方在多个单独副本上签署有效, 所有经签署的副本共同组成一份完整签署的契据。
- (E) 如果公司或任何其它上市集团成员未能或延迟行使其根据本契据应行使的权利、权力、所有权或救济, 上述权利、权力、所有权或救济不可视为无效; 如果公司或其它上市集团成员的任何人单独或部分行使任何权利、权力、所有权或救济, 亦不得排除其进一步行使这些权利、权力、所有权或救济或行使其它的权利、权力、所有权或采取救济。本契据所规定的权利和救济是可累积的, 且对法定的权利和救济手段不具有排他性。如果本契据的任何条款在任何情形下被认为或成为非法、无效或在任何方面不可执行, 则本契据下的其他条款在合法性、有效性和可执行性上不得受此影响也不会因此而削弱。

## 10. 转让

- (A) 弥偿人不得也不应试图将其在本契据下的任何权利或义务(弥偿人在本契据下的所有权利和义务都是不可转让的)转让给其它人。
- (B) 每位上市集团成员都可将其在本契据下的权利或收益全部或部分的转让

出去，任何承让人都可以上市集团成员在本契据下的名义行使对抗弥偿人的权利（并获得基于本契据下的权利而产生的收益）。

## 11. 适用法律

本契据适用香港法律管辖并按其解释。就与本契据的内容和履行有关的任何争议，各方当事人同意接受香港法院的非专属管辖权。

附表一  
弥偿人

名称	通讯地址
西安经发集团有 限责任公司	联系地址：西安经济技术开发区文景路中段16号白桦林国际A座10-11层
	联系电话：+86 029-86537691
	传真号码：/
	联络人：李凌霄
西安经发控股（集 团）有限责任公 司	联系地址：陕西省西安市经济技术开发区文景路中段16号白桦林国际A座5层
	联系电话：+86 029-86518171
	传真号码：/
	联络人：张明

兹证明弥偿人和公司已于前文首页所载的年份和日期订立了本契据。

弥偿人

西安经发集团有限责任公司 )  
签署、印章并交付 )  
并由席保军签字 )



席保军

见证人:

李修远

兹证明弥偿人和公司已于前文首页所载的年份和日期订立了本契据。

弥偿人

西安经发控股(集团)有限责任公司

签署、印章并交付

并由席保军签字



)  
)  
) 席保军

见证人: 李修远



公司

西安经发物业股份有限公司

签署、印章并交付

并由吴镇正签字

见证人：



)  
)  
)

**Dated JUNE 21, 2024**

**XI'AN KINGFAR PROPERTY SERVICES CO., LTD.**  
西安經發物業股份有限公司

**THE WARRANTING PARTIES**  
(as defined herein)

**THE SOLE SPONSOR**

**THE JOINT OVERALL COORDINATORS**

**THE JOINT GLOBAL COORDINATORS**

**THE JOINT BOOKRUNNERS**

**THE JOINT LEAD MANAGERS**

**THE HONG KONG UNDERWRITERS**  
(each as defined herein)

**HONG KONG UNDERWRITING AGREEMENT**  
relating to the Hong Kong Public Offering of initially  
1,666,800 H Shares (subject to reallocation)  
of nominal value RMB1.00 each  
in the capital of

**XI'AN KINGFAR PROPERTY SERVICES CO., LTD.**  
西安經發物業股份有限公司

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## HONG KONG UNDERWRITING AGREEMENT

THIS AGREEMENT is made on **JUNE 21, 2024**

**AMONG:**

- (1) **XI'AN KINGFAR PROPERTY SERVICES CO., LTD.** 西安經發物業股份有限公司, a joint stock company established in the PRC with limited liability whose registered address is at Room 10701, Unit 1, Building 3, Xi'an Financial Innovation Center, No. 51 Fengcheng Second Road, Economic and Technological Development Zone, Xi'an, Shaanxi, the PRC and whose principal place of business in Hong Kong is 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong (the "**Company**");
- (2) **THE WARRANTING PARTIES**, whose names and addresses are set out in **Schedule 1**;  
  
(the Company and the Warranting Parties are collectively referred to as the "**Warrantors**" and each a "**Warrantor**");
- (3) **CEB INTERNATIONAL CAPITAL CORPORATION LIMITED**, a company incorporated in Hong Kong whose registered address is at 34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong (the "**Sole Sponsor**" or "**CEBI**");
- (4) **THE JOINT OVERALL COORDINATORS**, whose name(s) and address(es) are set out in **Schedule 2** (together the "**Joint Overall Coordinators**");
- (5) **THE JOINT GLOBAL COORDINATORS**, whose name(s) and address(es) are set out in **Schedule 2** (the "**Joint Global Coordinators**");
- (6) **THE JOINT BOOKRUNNERS**, whose name(s) and address(es) are set out in **Schedule 2** (the "**Joint Bookrunners**");
- (7) **THE JOINT LEAD MANAGERS**, whose name(s) and address(es) are set out in **Schedule 2** (the "**Joint Lead Managers**"); and
- (8) **THE HONG KONG UNDERWRITERS**, whose name(s) and address(es) are set out in **Schedule 2** (the "**Hong Kong Underwriters**").

**WHEREAS:**

- (A) The Company is a joint stock company established in the PRC with limited liability on December 5, 2000, and was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (as defined below) on July 25, 2023. As of the date of this Agreement, the Company has a registered share capital of RMB50,000,000 divided into 50,000,000 Unlisted Domestic Shares (as defined below) with a nominal value of RMB1.00 each. Immediately following completion of the Global Offering (without taking into account any H Shares (as defined below) which may be allotted and issued upon the exercise of the Over-allotment Option), the registered share capital of the Company will be increased to RMB66,666,800, comprising 16,666,800 H Shares and 50,000,000 Unlisted Domestic Shares.
- (B) The Company has agreed to offer the Offer Shares (as defined below) for subscription pursuant to the Global Offering (as defined below), with the Hong Kong Offer Shares (as defined below) being offered by the Company for subscription pursuant to the Hong Kong Public Offering (as defined below), and the International Offer Shares (as defined below) to be offered by the Company pursuant to the International Offering (as defined below).

- (C) CEB International Capital Corporation Limited is the sole sponsor to the Company in connection with the proposed listing of the H Shares on the Main Board of the Stock Exchange (as defined below). The Sole Sponsor, on behalf of the Company, submitted on September 20, 2023 (and subsequently renewed on March 26, 2024) an application to the Stock Exchange for the listing of and permission to deal in the H Shares pursuant to the Global Offering as described in the Prospectus (as defined below).
- (D) The Hong Kong Underwriters have agreed to severally (but not jointly) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (E) The Warrantors have agreed to jointly and severally give the representations, warranties and undertakings contained in this Agreement for the purpose of the Global Offering.
- (F) The Warrantors, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the International Underwriters (as defined below) are expected to enter into the International Underwriting Agreement (as defined below) providing for the underwriting of the International Offer Shares by the International Underwriters upon and subject to the terms and conditions contained therein.
- (G) The Company is expected to grant to the International Underwriters the Over-allotment Option (as defined below), exercisable at the sole discretion of the CEBI (for itself and on behalf of the International Underwriters), to require the Company to allot and issue up to 2,499,900 H Shares, upon and subject to the terms and conditions of the International Underwriting Agreement.
- (H) At a meeting of the Board (as defined below) held on May 23, 2024, resolutions were passed pursuant to which, inter alia, the Directors were authorized to agree and sign on behalf of the Company this Agreement and all other relevant documents in connection with the Global Offering.
- (I) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on February 7, 2024, authorising the Company to proceed with the listing of the H Shares on the Stock Exchange and the Global Offering.

**IT IS HEREBY AGREED** as follows:

## **1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement (including the Recitals and the Schedules), the following expressions shall, unless the context otherwise requires, have the following meanings:

<b>“Acceptance Date”</b>	the date on which the Application Lists close in accordance with Clause 3.1.2;
<b>“Accepted Hong Kong Public Offering Applications”</b>	Hong Kong Public Offering Applications which have been accepted (whether in whole or in part) pursuant to Clause 3.1.3;
<b>“Accounts”</b>	the audited consolidated financial statements of the Group for the three years ended December 31, 2021, 2022 and 2023 contained in the accountants’ report prepared by the Reporting Accountants and appended as Appendix I to the Prospectus;

<b>“Accounts Date”</b>	December 31, 2023;
<b>“Admission”</b>	the grant by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange (including any additional H Shares to be allotted and issued pursuant to any exercise of the Over-allotment Option);
<b>“Affiliate”</b>	in relation to a particular company, any other company or other entity which is its holding company or subsidiary, or any subsidiary of such holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such company. For the purposes of this definition, the term <b>“control”</b> (including the terms <b>“controlling”</b> , <b>“controlled by”</b> and <b>“under common control with”</b> ) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
<b>“AFRC Levy”</b>	the Accounting and Financial Reporting Council transaction levy of 0.00015% of the Offer Price in respect of the Offer Shares;
<b>“Agreement Among Hong Kong Underwriters”</b>	the agreement expected to be entered into on the date hereof between the Joint Overall Coordinators and the Hong Kong Underwriters governing certain rights and obligations among the Hong Kong Underwriters in relation to the Hong Kong Public Offering;
<b>“Application Lists”</b>	the application lists for the Hong Kong Offer Shares;
<b>“Approvals”</b>	all approvals, sanctions, orders, franchises, clearances, declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and/or registrations (except for the CSRC report to be filed after completion of the Global Offering), and <b>“Approval”</b> shall be construed accordingly;
<b>“Articles of Association”</b>	the articles of association of the Company conditionally adopted on May 15, 2023 which will come into effect upon Listing, as amended, supplemented or otherwise modified from time to time;
<b>“associates”</b>	has the meaning ascribed thereto in the Listing Rules;
<b>“Board”</b>	the board of Directors;
<b>“Brokerage”</b>	brokerage of 1% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;
<b>“Brokerage, Fees and Levies”</b>	the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Levy;

<b>“Business Day”</b>	any day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are generally open for business;
<b>“Capital Market Intermediaries” or “CMIs”</b>	means the capital market intermediaries appointed by the Company in relation to the Global Offering in accordance with the Code of Conduct; whose names and addresses are set out in <b>Schedule 2</b> ;
<b>“CCASS”</b>	the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited;
<b>“CMI Engagement Letter(s)”</b>	means the engagement letter(s) entered into between the Company and each of the Capital Market Intermediaries;
<b>“Code of Conduct”</b>	the Code of Conduct for Persons Licensed by or Registered with the SFC, as amended, supplemented or otherwise modified from time to time;
<b>“Companies Ordinance”</b>	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
<b>“Companies (Winding Up and Miscellaneous Provisions) Ordinance”</b>	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;
<b>“Conditions”</b>	the conditions precedent set out in Clause 2.1.1;
<b>“Conditions Precedent Documents”</b>	the documents listed in <b>Schedule 3</b> ;
<b>“Controlling Shareholders”</b>	has the meaning ascribed thereto in the Listing Rules and unless the context otherwise requires, refers to Xi’an Kingfar Group Co., Ltd. (西安經發集團有限責任公司) and Xi’an Kingfar Holdings (Group) Co., Ltd. (西安經發控股(集團)有限責任公司), details of which are set out in <b>Schedule 1</b> , and together they are a group of Controlling Shareholders;
<b>“CSRC”</b>	the China Securities Regulatory Commission of the PRC;
<b>“CSRC Archive Rules”</b>	the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

<b>“CSRC Filing Rules”</b>	the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;
<b>“CSRC Rules”</b>	the CSRC Filing Rules and the CSRC Archive Rules;
<b>“Deed of Indemnity”</b>	the deed of indemnity dated June 13, 2024 entered into by the Controlling Shareholders in favour of the Company (for itself and as trustee for each of its Subsidiaries) to provide certain indemnities, the details of which are further described in the Prospectus;
<b>“Directors”</b>	the directors of the Company whose names are set out as such in the section headed “Directors, Supervisors and Senior Management” in the Prospectus;
<b>“Encumbrance”</b>	any pledge, charge, lien, mortgage, option, restriction, right of first refusal, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights of the same nature as that of the foregoing or other encumbrances or security interest of any kind or another type of preferential arrangement (including without limitation, retention arrangement) having similar effect;
<b>“FINI”</b>	Fast Interface for New Issuance, an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement for all new listing of securities;
<b>“FINI Agreement”</b>	the FINI agreement entered or to be entered into between the Company and Hong Kong Securities Clearing Company Limited;
<b>“First Six-Month Period”</b>	has the meaning ascribed thereto in Clause 6.1(viii);
<b>“Formal Notice”</b>	the formal notice to be published in connection with the Hong Kong Public Offering in substantially agreed form and in accordance with the requirements under the Listing Rules;
<b>“Global Offering”</b>	Hong Kong Public Offering and International Offering;
<b>“Governmental Authority”</b>	any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of the jurisdictions in which the Company is incorporated or the Shares are to be listed or the Group’s business is carried out or the Group’s asset is held, including (without limitation) the PRC and Hong Kong (as the case may be);



<b>“Group”</b>	the Company and the Subsidiaries and, where the context refers to any time prior to the effective date of the Reorganization, those entities or businesses which contributed to, and/or became part of, the Group pursuant to the Reorganization;
<b>“Group Company(ies)”</b>	a member of the Group;
<b>“H Share(s)”</b>	Share(s) in the share capital of the Company with nominal value of RMB1.00 each, which is/are to be listed and traded on the Stock Exchange;
<b>“H Share Registrar”</b>	Computershare Hong Kong Investor Services Limited;
<b>“H Share Registrar Agreement”</b>	the agreement dated June 4, 2024 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;
<b>“HKSCC”</b>	Hong Kong Securities Clearing Company Limited;
<b>“holding company”</b>	has the meaning ascribed thereto in the Companies Ordinance;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Hong Kong dollars” and “HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Hong Kong Offer Shares”</b>	the 1,666,800 H Shares being initially offered by the Company for subscription pursuant to the Hong Kong Public Offering, subject to reallocation in accordance with Clauses 2.7 and 2.8;
<b>“Hong Kong Public Offering”</b>	the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price pursuant to the terms and conditions set out in the Hong Kong Public Offering Documents;

<b>“Hong Kong Public Offering Applications”</b>	<p>valid applications for the Hong Kong Offer Shares made before the closing of the Application Lists:</p> <p>(a) online through the White Form eIPO, which (i) have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents; and (ii) are not identified as multiple applications; or</p> <p>(b) through the HKSCC EIPO channels to electronically cause HKSCC Nominees Limited to apply on behalf of applicants (i) which have been duly submitted and are in compliance with the terms of the Hong Kong Public Offering set out in the Hong Kong Public Offering Documents; (ii) are not identified as multiple applications; and (iii) where the debit from such person’s Designated Bank Account (as defined in the General Rules of CCASS) to effect such instructions has been accepted by the relevant bank when first requested or, at the discretion of the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or the Company, on a subsequent request;</p>
<b>“Hong Kong Public Offering Application Monies”</b>	application monies (including the Brokerage, Fees and Levies) received in respect of Hong Kong Public Offering Applications;
<b>“Hong Kong Public Offering Documents”</b>	the Prospectus and the Formal Notice;
<b>“Hong Kong Public Offering Over-Subscription”</b>	a situation where the aggregate number of Offer Shares being applied for under Hong Kong Public Offering Applications is greater than the initial number of the Hong Kong Offer Shares;
<b>“Hong Kong Public Offering Under-Subscription”</b>	has the meaning attributed thereto in Clause 3.4.2;
<b>“Hong Kong Public Offering Underwriting Commitment”</b>	in relation to a Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to underwrite pursuant to the terms of this Agreement, as shown opposite the name of that Hong Kong Underwriter in <b>Schedule 2</b> , subject to reallocation as set out in Clauses 2.7 and 2.8;
<b>“Hong Kong Underwriters”</b>	the underwriters of the Hong Kong Public Offering, whose names and addresses are set out in <b>Schedule 2</b> ;
<b>“Indemnified Person”</b>	has the meaning ascribed thereto in Clause 7.1;
<b>“Internal Control Consultant”</b>	KPMG Advisory (China) Limited Beijing Branch (畢馬威企業諮詢(中國)有限公司北京分公司);

<b>“International Offering”</b>	the conditional offering of the International Offer Shares outside the United States in offshore transactions in reliance on Regulation S, including to professional, institutional and other investors in Hong Kong, upon and subject to the terms of the International Offering Documents and the International Underwriting Agreement, as further described in the section headed “Structure of the Global Offering” in the Prospectus;
<b>“International Offering Documents”</b>	the Preliminary Offering Circular and the Offering Circular;
<b>“International Offer Shares”</b>	the 15,000,000 H Shares initially being offered for subscription under the International Offering (subject to reallocation as provided in this Agreement and the International Underwriting Agreement) together with any additional H Shares that may be issued pursuant to the exercise of the Over-allotment Option;
<b>“International Underwriters”</b>	the underwriters to be identified in the International Underwriting Agreement as being the several (and not joint and several) underwriters of the International Offering;
<b>“International Underwriting Agreement”</b>	an international underwriting agreement expected to be entered into on or about the Price Determination Date among the Warrantors, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the International Underwriters in connection with the International Offering;
<b>“Joint Bookrunners”</b>	means the joint bookrunners as set out in Schedule 2;
<b>“Joint Global Coordinators”</b>	means the joint global coordinators as set out in Schedule 2;
<b>“Joint Lead Managers”</b>	means the joint lead managers as set out in Schedule 2;
<b>“Joint Overall Coordinators”</b>	means the joint overall coordinators as set out in Schedule 2;
<b>“Laws”</b>	all laws, rules, statutes, ordinances, regulations, guidelines, opinions, notices, circulars, orders, judgements, decrees or rulings of any Governmental Authority, and “ <b>Law</b> ” includes any one of them;
<b>“Listing Committee”</b>	the listing committee of the Stock Exchange;
<b>“Listing Date”</b>	the first day on which dealings in the H Shares commence on the Stock Exchange;
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended or replaced or as their application is modified by listing decisions and guidance letters published from time to time or any other provisions from time to time;

<b>“Sponsor Engagement Letter”</b>	has the meaning ascribed thereto in Clause 2.2.1;
<b>“Material Adverse Effect”</b>	a material adverse effect, or any development involving or likely to involve a prospective material adverse effect, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial, operational or otherwise, or performance of the Company and its subsidiaries, taken as a whole;
<b>“Nominee”</b>	The CMB Wing Lung (Nominees) Limited and ICBC (Asia) Nominee Limited;
<b>“Non-Public Information”</b>	any material information, including forward-looking information (whether qualitative or quantitative) concerning the Group that is not (i) reasonably expected to be included in the Prospectus; or (ii) publicly available;
<b>“OC Engagement Letters”</b>	means the engagement letters entered into by between Company and CEB International Capital Corporation Limited dated April 13, 2023, between the Company and CCB International Capital Limited dated April 9, 2024 and between the Company and CMB International Capital Limited dated April 9, 2024;
<b>“Offer Documents”</b>	the Hong Kong Public Offering Documents and the International Offering Documents;
<b>“Offer Price”</b>	the final price per Offer Share in Hong Kong dollars (exclusive of the Brokerage, Fees and Levies) at which the Offer Shares are to be offered, as recorded in the Price Determination Agreement in accordance with Clause 2.5;
<b>“Offer Shares”</b>	the Hong Kong Offer Shares and the International Offer Shares (including, where relevant, the Over-allotment Shares);
<b>“Offering Circular”</b>	means the final offering circular to be issued by the Company in connection with the International Offering;
<b>“Operative Documents”</b>	the Price Determination Agreement, the Receiving Banks Agreement, the FINI Agreement, and the H Share Registrar Agreement (when it is entered into);
<b>“Over-allotment Option”</b>	the option to be granted by us to the International Underwriters exercisable by the CEBI (for itself and on behalf of the International Underwriters) under the International Underwriting Agreement pursuant to which the Company may be required to allot and issue up to an additional aggregate of 2,499,900 H Shares (in aggregate representing approximately 15% of the Offer Shares initially being offered under the Global Offering) at the Offer Price to, among other things, cover over-allocations in the International Offering, if any;

<b>“Over-allotment Shares”</b>	up to an aggregate of 2,499,900 additional H Shares which the Company may be required to allot and issue at the Offer Price pursuant to the Over-allotment Option;
<b>“PRC”</b>	the People’s Republic of China (which shall for the purposes of this Agreement, unless otherwise indicated, exclude Hong Kong, the Macau Special Administrative Region and Taiwan);
<b>“Preliminary Offering Circular”</b>	means the preliminary offering circular to be issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);
<b>“Price Determination Agreement”</b>	the agreement expected to be entered into on the Price Determination Date between the Company and the Joint Overall Coordinators (for themselves and on behalf of the Underwriters) to record their agreement of the Offer Price;
<b>“Price Determination Date”</b>	the date, expected to be on or before June 28, 2024, on which the Offer Price will be determined for the purposes of the Global Offering;
<b>“Prospectus”</b>	the prospectus to be issued by the Company in connection with the Hong Kong Public Offering (as amended or supplemented);
<b>“Prospectus Date”</b>	the date of the Prospectus, which is intended to be on or about June 24, 2024;
<b>“Receiving Banks”</b>	CMB Wing Lung Bank Limited and Industrial and Commercial Bank of China (Asia) Limited, in their capacity as the banks appointed to hold the Hong Kong Public Offering Application Monies pursuant to the Receiving Banks Agreement;
<b>“Receiving Banks Agreement”</b>	the agreement to be dated on or around June 20, 2024 and entered into between, among others, the Company and the Receiving Banks for the appointment of the Receiving Banks as the receiving banks of the Hong Kong Public Offering;
<b>“Relevant Securities”</b>	has the meaning ascribed thereto in Clause 6.2.1(i);
<b>“Reorganization”</b>	the reorganization of the Group in preparation for the listing of the H Shares on the Stock Exchange, as described in the section headed “History, Reorganization and Corporate Structure” of the Prospectus;
<b>“Reporting Accountants”</b>	KPMG;
<b>“Renminbi” or “RMB”</b>	Renminbi, the lawful currency of the PRC;
<b>“Second Six-Month Period”</b>	has the meaning ascribed thereto in Clause 6.1(ix);

<b>“Settlement Agent”</b>	CEB International Capital Corporation Limited;
<b>“SFC”</b>	Securities and Futures Commission of Hong Kong;
<b>“Share(s)”</b>	ordinary share(s) of nominal value RMB1.00 each in the share capital of the Company, comprising H Shares and Unlisted Domestic Shares;
<b>“Stabilizing Manager”</b>	CEBI (or its affiliates acting for it);
<b>“Stock Exchange” or “SEHK”</b>	The Stock Exchange of Hong Kong Limited;
<b>“Subsidiaries”</b>	the subsidiaries of the Company and <b>“Subsidiary”</b> means any or a specific one of them;
<b>“subsidiary”</b>	has the meaning ascribed thereto in the Companies Ordinance and <b>“subsidiaries”</b> shall be construed accordingly;
<b>“Supervisors”</b>	the supervisors of the Company whose names are set out as such in the section headed “Directors, Supervisors and Senior Management” in the Prospectus;
<b>“taxation” or “taxes”</b>	means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;
<b>“Track Record Period”</b>	the financial years of the Company ended December 31, 2021, 2022 and 2023;
<b>“Trading Fee”</b>	Stock Exchange trading fee of 0.00565% of the Offer Price;
<b>“transaction”</b>	any transaction, act, event, omission or circumstance existing of whatever nature;
<b>“Transaction Levy”</b>	SFC transaction levy of 0.0027% of the Offer Price;
<b>“Underwriters”</b>	the Hong Kong Underwriters and the International Underwriters;

<b>“Underwriting Documents”</b>	this Agreement, the International Underwriting Agreement and the Price Determination Agreement;
<b>“Underwriter’s Hong Kong Public Offering Application”</b>	in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter, the number of Hong Kong Offer Shares comprised therein is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 3.4.1;
<b>“Unlisted Domestic Share(s)”</b>	ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which is/are not currently listed or traded on any stock exchange
<b>“Unsold Hong Kong Offer Shares”</b>	has the meaning attributed thereto in Clause 3.4.2;
<b>“US” and “United States”</b>	the United States of America, its territories, its possessions and all areas subject to its jurisdiction;
<b>“United States dollars” and “US\$”</b>	United States dollars, the lawful currency of the United States;
<b>“US Securities Act”</b>	United States Securities Act of 1933 (as amended or supplemented);
<b>“Verification Notes”</b>	the verification notes prepared by Eric Chow & Co. in Association with Commerce & Finance Law Offices, the Hong Kong legal advisors to the Sole Sponsor and the Underwriters, in connection with the verification of the contents of the Prospectus;
<b>“Warranties”</b>	the representations, warranties, agreements and undertakings to be given by the Warrantors respectively in terms of Clause 5 as set out in <b>Schedule 4</b> .;
<b>“Warrantor(s)”</b>	means the Company and the Warranting Parties;
<b>“White Form eIPO”</b>	the application for Hong Kong Offer Shares to be issued in the applicant’s own name by submitting applications online through the designated website of the White Form eIPO Service Provider at <a href="http://www.eipo.com.hk">www.eipo.com.hk</a> ; and
<b>“White Form eIPO Service Provider”</b>	Computershare Hong Kong Investor Services Limited.

## 1.2 Other interpretation

In this Agreement, unless otherwise specified:

- 1.2.1** references to “**Recitals**”, “**sections**”, “**Clauses**”, “**paragraphs**” and “**Schedules**” are to recitals, sections, clauses, paragraphs of and schedules to this Agreement;

- 1.2.2** a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.2.3** references to a “**company**” shall be construed so as to include any company, corporation or other body corporate, whenever and however incorporated or established;
- 1.2.4** references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5** references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- 1.2.6** references to times of the day, unless otherwise specified, are to Hong Kong time;
- 1.2.7** headings to Clauses, sections and Schedules are for convenience only and do not affect the interpretation of this Agreement;
- 1.2.8** the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;
- 1.2.9** references to documents being “**in agreed form**” or “**in substantially agreed form**” are to the form of the draft or final version thereof signed for identification by the Company or its legal advisor together with such alterations as may be agreed between all relevant parties and for the avoidance of doubt such documents in agreed form or in substantially agreed form do not form part of this Agreement;
- 1.2.10** references to “**knowledge, information, belief and/or awareness**” of any person or similar terms shall be treated as including but not limited to the best knowledge, information, belief or awareness which the person would have had if such person had made due and careful enquiries;
- 1.2.11** references to a “certified copy” means a copy certified as a true copy by a Director or the secretary of the Company or the Hong Kong or PRC legal advisors to the Company;
- 1.2.12** words in the singular shall include the plural (and vice versa) and words importing one gender shall include the other two genders; and
- 1.2.13** the obligations and liabilities of the Warrantors under this Agreement shall be joint and several.

## **2 THE GLOBAL OFFERING**

### **2.1 Conditions Precedent**

#### **2.1.1 Obligations conditional**

The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived:



- (i) CEBI (or its legal advisors) (for itself and on behalf of the Hong Kong Underwriters) receiving (a) each of the documents listed in **Part A of Schedule 3** in the form and substance satisfactory to it on the Business Day immediately before the Prospectus Date or such later time and/or date as set out in **Schedule 3**, or as the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) may agree, respectively; and (b) each of the documents listed in **Part B of Schedule 3** in the form and substance satisfactory to it on the Business Day immediately before the Listing Date or such later time and/or date as set out in **Schedule 3**, or as the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) may agree, respectively;
- (ii) the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their agents duly authorized in writing) as having been approved by resolutions of the Board and having endorsed thereon or attached thereto all necessary consents and other documents as required by the provisions of section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (subject to any certificate of exemption granted pursuant to section 342A of the Companies (Winding Up and Miscellaneous Provisions) Ordinance) on the Business Day before the Prospectus Date;
- (iii) admission having occurred and become effective (either unconditionally or subject to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Company and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, withheld, cancelled, revoked or qualified prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (iv) admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint 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 Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);
- (v) the Offer Price having been fixed and the Price Determination Agreement having been executed by the Company and the Joint Overall Coordinators (for themselves and on behalf of the Underwriters) on the Price Determination Date (or such later date as the Company and the Joint Overall Coordinators (for themselves and on behalf of the Underwriters) may agree in writing) and such agreement not subsequently having been terminated in accordance with its terms or otherwise prior to 8:00 a.m. on the Listing Date;
- (vi) the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the Price Determination Date, the obligations of the International Underwriters under the International Underwriting Agreement becoming, and continuing to be, unconditional in accordance with its terms (other

than any condition for this Agreement to become unconditional) and 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;

- (vii) each of the Company and the Warranting Parties having complied with its obligations and conditions under this Agreement on or prior to the respective times and dates by which such obligations must be performed or conditions met;
- (viii) all Warranties being true and correct and not misleading at and as of each of the dates specified in Clause 5.2.2;
- (ix) all of the Approvals in connection with the application for the Global Offering and the listing of the H Shares granted by the relevant Governmental Authorities, including the CSRC, are valid and are not otherwise revoked, withdrawn, amended or invalidated; and
- (x) all of the waivers or exemptions (where applicable) as stated in the Prospectus to be granted by the Stock Exchange or the SFC (where applicable) are granted and are not otherwise revoked, withdrawn, amended or invalidated.

### **2.1.2 Undertaking by the Warrantors**

Each of the Warrantors jointly and severally undertakes to use their best endeavours to procure that the Conditions are fulfilled by the times and dates stated therein, and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Sole Sponsor, the Stock Exchange, the CSRC, the Registrar of Companies in Hong Kong, the SFC and any other relevant Governmental Authority in connection with the application for the listing of and the permission to deal in the H Shares on the Stock Exchange or the fulfilment of any of the Conditions.

### **2.1.3 The Joint Overall Coordinators' waiver**

The Joint Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) at their sole and absolute discretion, by giving notice to the Company and the Hong Kong Underwriters on or before the respective latest times on which the relevant Condition is required to be fulfilled, either:

- (i) extend the deadline for the fulfilment of any or all Conditions under Clause 2.1.1 by such number of days and/or hours and/or in such manner as the Joint Overall Coordinators may determine (in which case the Sole Sponsor and the Joint Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, for themselves and on behalf of the Hong Kong Underwriters) at its sole and absolute discretion, provided that no extension shall be made beyond July 24, 2024 (being the 30<sup>th</sup> day after the date of the Prospectus) and that any such extension and the new timetable shall be notified by the Joint Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made; or

- (ii) waive or modify in whole or in part (conditionally or unconditionally) the Conditions under Clauses 2.1.1(i), 2.1.1(vii) or 2.1.1(viii) (for themselves and on behalf of the Hong Kong Underwriters).

#### **2.1.4 Termination**

If any of the Conditions is not fulfilled, or waived or modified in accordance with Clause 2.1.3, this Agreement shall terminate with immediate effect and the provisions of Clause 8.2 shall apply.

## **2.2 Appointment of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries**

### **2.2.1 Subject to the terms and conditions of this Agreement:**

- (i) the Company hereby confirms the appointment of the Sole Sponsor, to the exclusion of all others, as its sole sponsor in respect of the listing of the H Shares on the Stock Exchange;
- (ii) the Company hereby appoints, to the exclusion of others, the Joint Overall Coordinators as the joint overall coordinators of the Global Offering;
- (iii) the Company hereby appoints, to the exclusion of others, the Joint Global Coordinators as the joint global coordinators of the Global Offering;
- (iv) the Company hereby appoints, to the exclusion of others, the Joint Bookrunners as the joint bookrunners of the Global Offering;
- (v) the Company hereby appoints, to the exclusion of others, the Joint Lead Managers as the joint lead managers of the Global Offering;
- (vi) the Company hereby appoints, to the exclusion of others, the Hong Kong Underwriters as the underwriters for the Hong Kong Public Offering; and
- (vii) the Company hereby appoints, to the exclusion of others, the Capital Market Intermediaries as the capital market intermediaries of the Global Offering,

and the Sole Sponsor hereby accepts its appointment as the sole sponsor in respect of the listing of the H Shares on the Stock Exchange and each of the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, in each case, relying on the representations, warranties, agreements, undertakings and indemnities herein contained and subject as hereinafter mentioned, severally accept their respective appointments hereunder. In the case of (ii), (iii), (iv), (v) and (vii), each of the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries confirms its acceptance additionally on the terms of the OC Engagement Letters and the CMI Engagement Letters to which it is a party. For the avoidance of doubt, the terms and conditions under the Sponsor Engagement Letter, OC Engagement Letters and the CMI Engagement Letters with respect to the Global Offering, shall continue to be in full force and effect.

### **2.2.2 The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective underwriting commitments,**

provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company, and the relevant Hong Kong Underwriters shall remain liable for all acts and omissions of the relevant sub-underwriter with whom it has entered into sub-underwriting arrangement. The entitlement of the Hong Kong Underwriters to enter into sub-underwriting arrangements in respect of any part of their respective commitments under the Hong Kong Public Offering shall not affect any of the obligations of the Hong Kong Underwriters under this Agreement, which shall remain in full force and effect at all times. Each of the Warrantors owes no duty or obligations to any of the sub-underwriters so appointed and none of the Warranties set out in Schedule 4 are for the benefit of such sub-underwriter.

- 2.2.3** The Company hereby confirms that the foregoing appointments confer on each appointee and its Affiliates and its delegates under Clause 2.2.4, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the lawful performance of its roles as the sole sponsor, the joint overall coordinators, the joint global coordinators, the joint bookrunners, the joint lead managers and the capital market intermediaries of the Global Offering or a Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything which each such appointee or any of their respective Affiliates and delegates or sub-agents has done or shall do in the lawful exercise of such rights, powers, authorities and discretions.
- 2.2.4** Each such appointment is made on the basis, and upon terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms or subject to such conditions as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates and, in particular, each Hong Kong Underwriter may appoint any of its Affiliates or any person to be a sub-agent on behalf of the Company, provided that such delegated appointee is permitted by applicable Laws to discharge the duties conferred upon it and the appointee shall remain liable for all acts and omissions of any of such Affiliates or sub-agent(s) notwithstanding such delegation.
- 2.2.5** Any transaction carried out by the Hong Kong Underwriters within the scope of the appointments, powers, authorities and/or discretions granted in this Agreement shall constitute a transaction carried out at the request of the Company and as agents of the Company. The Hong Kong Underwriters and any of their Affiliates or sub-agent(s) shall not be responsible for any loss or damage to any person arising from any such transaction (except for any loss or damage which is finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have arisen primarily as a result of any gross negligence, fraud or wilful default on the part of the party concerned).

### **2.3 Advice to the Company**

The Company hereby confirms and acknowledges that the Joint Overall Coordinators have:

- 2.3.1** 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;

- 2.3.2** explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 2.3.3** 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;
- 2.3.4** advised the Company on the information that should be provided to syndicate Capital Market Intermediaries to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 2.3.5** provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate Capital Market Intermediaries participating in an initial public offering, which is currently around 75.0% fixed and 25.0% discretionary;
- 2.3.6** advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the CSRC, the SFC and any other Governmental Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Underwriters that they have met or will meet these responsibilities; and
- 2.3.7** where the Company decided not to adopt the Joint 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.

## **2.4 No fiduciary duties**

Each of the Warrantors acknowledges and agrees that:

- 2.4.1** each of the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers is acting pursuant to a contractual relationship with the Warrantors entered into on arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries is acting as an adviser, agent or fiduciary of the Company, any Warrantors, their respective directors, management, shareholders or creditors or any other person or has assumed a fiduciary responsibility in favour of any of them with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters) or any other obligation to the Company or any other person except the obligations expressly set forth in this Agreement;
- 2.4.2** the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, and the Joint Lead Managers and the Capital Market Intermediaries 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 H Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Capital Market Intermediaries has advised or is currently advising the Warrantors or any of them on other matters), and the Warrantors hereby confirms their understanding and agreement to that effect. The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries, as applicable, to the Warrantors 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;

- 2.4.3** the Warrantors, on the one hand, and the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners or the Joint Lead Managers, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of the Warrantors (except and solely, with respect to the Joint Overall Coordinators and the Joint Bookrunners, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the Transaction Levy and AFRC Levy as set forth in this Agreement, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in this Agreement) nor the fiduciary or adviser of the Warrantor, and none of the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries 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 H Shares on the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries have advised or are currently advising the Warrantor or any of them on other matters);
- 2.4.4** each of the Warrantors has consulted its own legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transaction (including the price or market for the Shares) contemplated by this Agreement, and the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries shall have no responsibility or liability to any of

the Warrantors with respect thereto nor any opinion or view expressed by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in such connection shall constitute advice or recommendation to any of the Warrantors (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent provided pursuant to the Sponsor Engagement Letter and/or as required under the Listing Rules in the capacity of the Sole Sponsor in connection with the proposed listing of H Shares of the Company). The Warrantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, and their respective directors, officers and affiliates shall have any responsibility or liability to the Warrantor with respect thereto. Any review by the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, and the Capital Market Intermediaries of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries and shall not be on behalf of the Warrantors; and

- 2.4.5** the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, provided that the conflicts of interests are identified and appropriately managed. Each of the Warrantors agrees that it will not claim that the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as the case may be) or any of them owes a fiduciary or similar duty to the Company, in connection with such transactions or the process leading thereto.

The Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Warrantors may have against the Hong Kong Underwriters, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to the Warrantors in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Stock Exchange or any process or matters leading up to such transactions.

## **2.5 Price Determination**

The Offer Price shall be fixed by agreement between the Company and the Joint Overall Coordinators (for themselves and on behalf of the Underwriters) in Hong Kong dollars after market demand for the International Offering has been determined, which price (excluding Brokerage, Fees and Levies) shall not exceed HK\$9.30 but is expected to be not less than HK\$7.50. It is expected that the Offer Price will be determined on or around the Price

Determination Date. If no such agreement is reached and the Price Determination Agreement is not signed by that time, the provisions of Clause 8.2 shall apply.

## **2.6 Reduction of number of Shares offered and/or indicative Offer Price range**

CEBI (for itself 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 consent of the Company, reduce the number of Shares offered in the Global Offering and/or the indicative offer price range below that stated in the Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction, and in any event not later than the morning of the last day for lodging applications under the Hong Kong Public Offering, publish on the websites of the Company and the Stock Exchange at [www.xajfwy.com](http://www.xajfwy.com) and [www.hkexnews.hk](http://www.hkexnews.hk), respectively, an announcement, cancel the offer and relaunch the offer at the revised number of Offer Shares and/or the revised Offer Price range and the requirements under Rule 11.13 of the Listing Rules (which include the issue of a supplemental prospectus or a new prospectus (as appropriate)). Upon issue of such announcement or supplemental prospectus (as appropriate), the number of the Offer Shares offered in the Global Offering and/or the revised Offer Price range will be final and conclusive, and the Offer Price, if agreed upon by CEBI (for itself and on behalf of the Underwriters) and the Company, will be fixed within such revised Offer Price range. The Global Offering must first be canceled and subsequently relaunched on FINI if a supplemental prospectus is to be issued.

## **2.7 Reallocation from International Offering to Hong Kong Public Offering and Pools**

**2.7.1** In the event that the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are oversubscribed, the aggregate number of Hong Kong Offer Shares shall be increased in the following manner: if the number of Shares validly applied for in Hong Kong Public Offering Applications represents (i) 15 times or more but less than 50 times; (ii) 50 times or more but less than 100 times; or (iii) 100 times or more, of the number of Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares will be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Shares available under the Hong Kong Public Offering will be increased to such number as represents approximately 30% (in the case of (i)); or approximately 40% (in the case of (ii)); or approximately 50% (in the case of (iii)), respectively, of the number of Offer Shares initially available under the Global Offering (before taking into account any exercise of the Over-allotment Option).

**2.7.2** In the event of a reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.7.1, the relevant number of International Offer Shares shall be withdrawn from the International Offering and made available as additional Hong Kong Offer Shares offered for subscription pursuant to the Hong Kong Public Offering. Any Offer Shares which are reallocated from the International Offering to the Hong Kong Public Offering pursuant to this Clause 2.7 shall, subject to the provisions of this Clause 2.7, be allocated in such manner and proportions as CEBI may, at its sole and absolute discretion, determine.

**2.7.3** Subject to and without prejudice to Clauses 2.7.1 and 2.7.2 above, in the event that (a) the International Offer Shares are undersubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times the number of Offer Shares initially available for subscription under the Hong Kong Public Offering; or (b) the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed by less than 15 times, CEBI may (but shall not be obliged), at its sole and absolute discretion, reallocate such



number of International Offer Shares as it deems appropriate from the International Offering to the Hong Kong Public Offering to satisfy in whole or in part the excess demand in the Hong Kong Public Offering, provided that the maximum total number of Offer Shares that may be allocated to the Hong Kong Public Offering following such reallocation shall not be more than double the initial allocation to the Hong Kong Public Offering i.e. 3,333,300 Offer Shares, representing approximately 20% of the total number of Offer Shares initially available under the Global Offering. In the event of reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering in the circumstance described in this clause, the final Offer Price shall be fixed at the bottom end of the Offer Price Range (i.e. HK\$7.50 per Offer Share). Any International Offer Shares which are so reallocated may, subject to the discretion of CEBI, be deemed to be Hong Kong Offer Shares (in accordance with arrangements otherwise agreed between the Underwriters). The respective underwriting commitment of the International Underwriters may be reduced in such manner and proportion as CEBI may, at their sole and absolute discretion, determine.

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 in such manner and proportion as CEBI may, at its sole and absolute discretion, determine and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 4.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

## **2.8 Reallocation from Hong Kong Public Offering Under-Subscription to International Offering**

If a Hong Kong Public Offering Under-Subscription shall occur and there is over-subscription under the International Offering, CEBI, at its sole and absolute discretion, may (but shall not be obliged to) reallocate all or any of the Hong Kong Offer Shares comprised in such Hong Kong Public Offering Under-Subscription from the Hong Kong Public Offering to the International Offering and the respective Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter or Hong Kong Underwriters, as the case may be, may be reduced in such manner and proportion as CEBI may, at its sole and absolute discretion, determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 4.1 in respect of the Offer Shares reallocated to the International Offering.

## **2.9 Stabilization**

**2.9.1** The Company hereby appoints the Stabilizing Manager, to the exclusion of all others, as Stabilizing Manager in connection with the Global Offering and the Stabilizing Manager may (but shall not be obliged) and not as agent for the Company, to the extent permitted by applicable Laws, over-allocate, make purchases and/or effect any other transactions (in the market or otherwise) with a view to stabilizing or maintaining the market price of the Shares at a level higher than that which might otherwise prevail in the open market for a limited period commencing on the Listing Date and ending on the 30<sup>th</sup> day after the last day for lodging of the application for Hong Kong Offer Shares (the “**stabilizing action**”).

**2.9.2** The Company hereby acknowledges that the Stabilizing Manager may, at its sole and absolute discretion, appoint any of its Affiliates or any other person(s) to be its agent(s) for the purposes of taking any stabilizing action, with such authorities and rights as the Stabilizing Manager has pursuant to Clause 2.9.1; provided that the Stabilizing Manager shall remain liable for all acts and omissions of any of such agent(s) appointed hereunder and shall procure that such agent(s) appointed by it shall comply with all relevant obligations and provisions to which the Stabilizing Manager is subject, or by

which the Stabilizing Manager is bound, pursuant to this Agreement or under applicable Laws.

- 2.9.3** Stabilizing action, if taken, may be discontinued at any time at the sole and absolute discretion of the Stabilizing Manager.
- 2.9.4** 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 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 stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include exercise of the Over-allotment Option). The undertaking given by the Hong Kong Underwriters is given on a several (and not joint or joint and several) basis.
- 2.9.5** Each of the Warrantors undertakes to the Hong Kong Underwriters, and each of the Hong Kong Underwriters (other than the Stabilising Manager) undertakes to the Stabilizing Manager, that it will not take or cause or authorize any person other than the Stabilizing Manager (and/or its agent(s)) to take, and the Warrantors shall cause their respective Affiliates, agents and/or subsidiaries not to take, directly or indirectly, any stabilising action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or manipulation of the price of any security of the Company or facilitate the sale or resale of the Offer Shares in violation of applicable Laws, provided that the granting of the Over-allotment Option under the International Underwriting Agreement and/or the exercise thereof shall not constitute a breach of this Clause 2.9.4.
- 2.9.6** Any liability, expenses or loss calculated on a mark to market basis at the end of the stabilizing period resulting from any stabilizing action 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. Any profit arising from any stabilizing action shall be for the accounts of CEBI. For the avoidance of doubt, the Warrantors shall not be responsible for any liabilities, expenses and losses arising from stabilizing activities and transactions effected by the Stabilizing Manager.

### **3 THE HONG KONG PUBLIC OFFERING**

#### **3.1 Hong Kong Public Offering**

##### **3.1.1 Offer of Hong Kong Offer Shares**

The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price plus Brokerage, Fees and Levies, which is payable in full on application in Hong Kong dollars, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. The Company will, subject to registration of the Prospectus in accordance with Clause 2.1.1(ii), cause the Formal Notice (the appropriate version) to be published on the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and the website of the Company website at [www.xajfwy.com](http://www.xajfwy.com) (or such other newspapers, publications and/or date(s) as the Company and the Sole Sponsor may agree).

##### **3.1.2 Application Lists**

The Application Lists will, subject as mentioned below, open at 11:45 a.m. on the Acceptance Date (Thursday, June 27, 2024) and will close at 12:00 noon on the same day. In the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal and/or Extreme Conditions (as defined in the Prospectus) as announced by the Government of Hong Kong (in any such case, a “**signal**”) being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on the Acceptance Date, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal remains in force between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

### **3.1.3 Basis of Allocation**

The Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall, as soon as practicable after the close of the Application Lists, determine the manner and the basis of allocation of the Hong Kong Offer Shares. The Company agrees that the Joint Overall Coordinators shall have the exclusive right, at their sole and absolute discretion, on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement, accept or reject (in whole or in part) any Hong Kong Public Offering Application and, where there is a Hong Kong Public Offering Over-Subscription, to determine the basis of allocation of the Hong Kong Offer Shares. For the avoidance of doubt, the Joint Overall Coordinators’ right to accept or reject (in whole or in part) any Hong Kong Public Offering Application includes the power for and on behalf of the Company to authorise the Receiving Banks to do so pursuant to the terms of the Receiving Banks Agreement. The grounds for rejection of any Hong Kong Public Offering Applications (including multiple applications and over-subscription) shall be at the sole and absolute discretion of the Joint Overall Coordinators.

The Company shall use all reasonable efforts to procure that the Receiving Banks, the H Share Registrar and the White Form eIPO Service Provider will, as soon as practicable after the close of the Application Lists, provide the Joint Overall Coordinators with such information and assistance as the Joint Overall Coordinators may require for the purposes of determining:

- (i) in respect of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering;
- (ii) in respect of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares in respect of which Hong Kong Public Offering Applications have not been received; and
- (iii) the manner and basis of allocation of the Hong Kong Offer Shares.

### **3.1.4 Receiving Banks; Nominee**

The Company will appoint the Receiving Banks to act as receiving banks in connection with the receipts of Hong Kong Public Offering Applications and will appoint the Nominee in connection with the receiving and holding of the Hong Kong Public Offering Application Monies and any interest accruing thereon, in both cases on and subject to the terms and conditions of the Receiving Banks Agreement. The Company shall use reasonable endeavours to procure the Nominee to undertake to hold and deal with the

Hong Kong Public Offering Application Monies to be received from the Hong Kong Public Offering and the interests accrued thereon on the terms set out in the Receiving Banks Agreement.

### **3.1.5 H Share Registrar and White Form eIPO Service**

The Company has appointed the H Share Registrar to act as the service provide in relation to the White Form eIPO Service and to provide services in connection with the processing of Hong Kong Public Offering Applications on and subject to the terms and conditions of the H Share Registrar Agreement. The Company shall use all its reasonable endeavours to procure the H Share Registrar to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

### **3.1.6 Further Assurance**

Without prejudice to the foregoing obligations, each of the Warrantors jointly and severally undertake with the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it shall give all such assistance and provide all such information and do (or procure to be done) all such other acts and things as may be reasonably required by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to implement the Hong Kong Public Offering and this Agreement and that it will comply with all requirements so as to enable listing of and permission to deal in the H Shares to be granted by the Listing Committee, such dealings to commence on or before the Listing Date and to enable such listing to be maintained thereafter, including in particular, effecting all necessary registrations and/or filings with the Stock Exchange, the CSRC, the SFC and/or the Registrar of Companies in Hong Kong, and the Company will take all steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents required to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the H Shares on the Stock Exchange.

## **3.2 Hong Kong Public Offering Documents**

- 3.2.1** None of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries shall have any liability in respect of any omission of information from any Hong Kong Public Offering Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading (it being acknowledged by the parties that the Company and the Directors are solely responsible in this regard), (except for (i) the logos of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents; and (ii) the marketing names, legal names, qualifications and the addresses of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents, for which the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as the case may be) shall be severally liable and responsible).

### **3.3 Issue of Hong Kong Offer Shares**

Upon receipt by the H Share Registrar of the applications for the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable thereafter and in no event later than 9:00 am (Hong Kong Time) on the date specified in the Prospectus for the despatch of share certificates:

- 3.3.1** duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Joint Overall Coordinators on terms that they rank *pari passu* in all respects with the Unlisted Domestic 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 to be issued;
- 3.3.2** procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) be entered in the register of members of the Company accordingly (without payment of any registration fee) immediately upon the Global Offering being unconditional; and
- 3.3.3** procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Joint 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 Joint Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for and in such manner as set out in the Hong Kong Public Offering Documents and this Agreement on or before the date specified in the Prospectus.

### **3.4 Underwriting of the Hong Kong Public Offering**

#### **3.4.1 Hong Kong Underwriters' set off**

In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to Clause 3.4.2, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the application relating to such Hong Kong Public Offering Application having been duly completed and marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter and designated as such) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to Clause 3.1.3, be reduced *pro tanto* by the number of Hong Kong Offer Shares comprised in such Hong Kong Public Offering Application to the extent that such Hong Kong Public Offering Application has been accepted until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. 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**.

#### **3.4.2 Several underwriting commitments**

On and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that, by 12:00 noon on the Acceptance Date, there shall remain any Hong Kong Offer Shares which have not been validly applied for pursuant to Accepted Hong Kong Public Offering Applications (including Underwriter's Hong Kong Public Offering Applications) or in respect of which payment has not been cleared

(a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by Underwriter’s Hong Kong Public Offering Applications to zero pursuant to Clause 3.4.1) shall, subject as provided in Clauses 2.8 and 3.4.7, apply or procure applications for such respective number of Hong Kong Offer Shares in aggregate representing the shortfall in the Hong Kong Public Offering Under-Subscription at the Offer Price (“**Unsold Hong Kong Offer Shares**”) in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making Hong Kong Public Offering Applications and the terms of payment) and shall pay or procure to be paid the full amount payable on application (plus Brokerage, Fees and Levies) in accordance with Clause 3.4.6, provided that the obligations of the Hong Kong Underwriters in respect of such Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be several (and not joint or joint and several) and that the number of Unsold Hong Kong Offer Shares each Hong Kong Underwriter is required to apply or procure application under this Clause 3.4.2 shall be calculated by applying the formula below but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set opposite its name in **Schedule 2**.

Where in relation to such Hong Kong Underwriter:

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

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 3.4.2, subject to such adjustment as the Joint 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, 2.8 and 3.4.7, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Public Offering Application of such Hong Kong Underwriter pursuant to Clause 3.4.1; and
- U is the aggregate of (C - P) for all the Hong Kong Underwriters.

The obligations of the Hong Kong Underwriters determined pursuant to this Clause 3.4.2 may be rounded, as determined by CEBI in their absolute discretion, to avoid fractions and odd lots. The determination of CEBI of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 3.4.2 shall be set out in the International Underwriting Agreement. If there is no Hong Kong Public Offering Under-Subscription, then the obligations of the Hong Kong Underwriters in relation to the Hong Kong Public Offering shall forthwith cease.

### **3.4.3 Acceptance of applications**

The Company agrees with the Hong Kong Underwriters that all duly completed applications received by the Receiving Banks prior to the Application Lists being closed and accepted by the Joint Overall Coordinators pursuant to Clause 3.1.3, either in whole or in part, will, if accompanied with a remittance in the required amount which has been

duly cleared, be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform the obligations imposed on them by this Clause 3.4.

#### **3.4.4 Calculation of Hong Kong Offer Shares applied for**

Following the closing of the Application Lists, the Company shall use all reasonable efforts to cause the Receiving Banks, the H Share Registrar and the White Form eIPO Service Provider as soon as possible, to calculate the number of Hong Kong Offer Shares for which duly completed applications have been received and to complete the processing of the Hong Kong Public Offering Applications and in the event of a Hong Kong Public Offering Under-Subscription, to notify the Joint Overall Coordinators forthwith of the number of the unsubscribed Hong Kong Offer Shares.

#### **3.4.5 Notification to the Hong Kong Underwriters**

Subject to Clause 8, in the event of a Hong Kong Public Offering Under-Subscription so that the Hong Kong Underwriters are obliged to apply for or procure applicants for the Unsold Hong Kong Offer Shares at the Offer Price, the Company will use reasonable efforts to procure that the Receiving Banks, the H Share Registrar and the White Form eIPO Service Provider as soon as possible and in any event by 6:00 p.m. (Hong Kong time) on the Price Determination Date) (such Business Day being hereinafter referred to as the “**Shortfall Notification Date**”) notify the Joint Overall Coordinators of the number of the Unsold Hong Kong Offer Shares (subject to adjustment taking into account applications rejected due to (i) application monies which were dishonoured (the “**Dishonoured Payments**”) or (ii) suspected multiple or invalid applications). CEBI will notify as soon as possible and in any event by 5:00 p.m. (Hong Kong time) on the Shortfall Notification Date the Hong Kong Underwriters of the number of the Unsold Hong Kong Offer Shares falling to be taken up after determination by CEBI pursuant to Clause 3.4.2, having taken into account the Dishonoured Payments, any clawforward pursuant to Clause 2.8 and any exercise of its rights under Clause 3.4.7 (the “**OC’s Notice**”).

#### **3.4.6 Hong Kong Underwriters' subscription obligations**

As soon as practicable, and in any event not later than 10:00 a.m. (Hong Kong Time) on the first Business Day immediately after the receipt of OC’s Notice, each of the Hong Kong Underwriters will:

- (i) deliver to CEBI duly completed application(s) for such number of Hong Kong Offer Shares as fall to be taken up by it after determination by CEBI pursuant to Clause 3.4.2 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and
- (ii) pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such Hong Kong Offer Shares as fall to be taken up by it after determination by CEBI pursuant to Clause 3.4.2 (which shall include all amounts on account of Brokerage, Fees and Levies in accordance with the terms of the Hong Kong Public Offering)

and the Company will, as soon as practicable after such payment and in no event later than on the time and date set out in Clause 3.3, duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use all reasonable efforts to procure the H Share Registrar to duly issue and deliver the share

certificates in relation to such Hong Kong Offer Shares, in each case on the basis set out in Clause 3.3.

#### **3.4.7 The Joint Overall Coordinators' option**

If a Hong Kong Public Offering Under-Subscription shall occur, the Joint Overall Coordinators shall have the right (but shall not be obliged) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to apply or procure applications for pursuant to Clause 3.4.2. Any application submitted or procured to be submitted by the Joint Overall Coordinators pursuant to this Clause 3.4.7 in respect of which payment is made *mutatis mutandis* in accordance with Clause 3.4.6 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 3.4.2 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

### **3.5 Default of a Hong Kong Underwriter**

Subject to the provisions of the Agreement Among Hong Kong Underwriters (which shall not be binding on or confer any rights upon any persons other than the parties thereto), none of the Joint Overall Coordinators and any of the Hong Kong Underwriters will be liable for any failure on the part of any of the Hong Kong Underwriters to perform any of such other Hong Kong Underwriter's obligations under this Agreement. Notwithstanding the foregoing, each of the Joint Overall Coordinators and the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with any or all of the Hong Kong Underwriters.

### **3.6 Payment obligations relating to the Hong Kong Public Offering**

#### **3.6.1 Payment to the Company**

The Hong Kong Public Offering Application Monies will, subject to and in accordance with the provisions of the Receiving Banks Agreement and subject to Clauses 3.6.2, 3.6.3 and 3.6.4, be paid over to the Company (subject to and in accordance with the provisions of the Receiving Banks Agreement and this Agreement) on the Listing Date upon the Nominee receiving written confirmation from the Joint Overall Coordinators that the Conditions have been fulfilled (or waived) and the H Share Registrar has despatched valid share certificates in the names of successful applicants or HKSCC Nominees Limited (as the case may be) for the Hong Kong Offer Shares in Hong Kong dollars by wire transfer to a bank account in Hong Kong designated in writing by the Company to CEBI as soon as practicable after the signing of this Agreement (but, in any event, by no later than 5:00 p.m. on the Price Determination Date), or as may be otherwise agreed between the Company and CEBI in immediately available funds, provided, however, that:

3.6.1.1 CEBI 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 and pay to CEBI (where a person other than CEBI are entitled to any amount so paid, as agent on behalf of such person, or to such person as CEBI may instruct) all amounts payable by the Company pursuant to Clause 4, provided that the payment of such amounts payable by the Company pursuant to Clause 4 shall be in accordance with the schedule as set out in the respective engagement letters and/or agreements entered into with the Company, or set out in a schedule and agreed between the Company and CEBI; and



3.6.1.2 to the extent that the amounts deducted by the Nominee under Clause 3.6.1.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 3.6.1.1, the amounts payable by the Company pursuant to Clause 4, the Company shall, and the Warranting Parties shall procure the Company to, pay or cause to be paid in full, the shortfall or the amounts not so deducted, as applicable, to CEBI (for itself or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company forthwith upon demand by CEBI or the relevant party or as otherwise provided in the engagement letters, service agreements or contracts between the Company and the relevant parties (if any).

For the purposes of the deduction in relation to Clause 4.3 and without prejudice to the Company's obligations under that Clause, the amount deductible shall be such amount as shall be notified to the Nominee and the Company by CEBI (for itself and on behalf of the Hong Kong Underwriters) as being, in its opinion, adequate to cover such fees, costs, charges and expenses payable by the Company thereunder.

For the avoidance of doubt and for the purpose of settlement, any underwriting commission or incentive fee under Clause 4.1 and all other costs, fees and expenses payable by the Company pursuant to Clause 4.3(x), 4.3(xiv) in respect of the International Offering, 4.3(iii), 4.3(xvi), and 4.3(xviii) forthwith upon demand by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries, the legal advisors to the Underwriters, the legal advisors to the Company and/or the relevant party which incurred the costs, fees and expenses, as the case may be, shall be deducted from the gross proceeds from the International Offering upon written confirmation (including but not limited to email notification) by the Company in respect of the amounts of such costs, fee and/or expenses (such confirmation shall be given within three hours after CEBI has provided the amounts and the relevant description). Save as the aforesaid, all other fees and expenses in Clause 4.3 shall be settled by the Company pursuant to the relevant mandates or agreements with the relevant parties.

The net amount payable to the Company pursuant to this Clause 3.6.1 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of Hong Kong Public Offering Application Monies if and to the extent that the Offer Price shall be determined at below HK\$7.50 per Offer Share.

### **3.6.2 Payment of Brokerage, Trading Fee, Transaction Levy and AFRC Levy for applicants**

Subject to the receipt of the applicable amount and pursuant to Clause 4.3, CEBI, for itself and on behalf of the Hong Kong Underwriters, will arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, Trading Fee, Transaction Levy and AFRC Levy in respect of Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the Hong Kong Public Offering Application Monies.

### **3.6.3 Payment of Trading Fee, Transaction Levy and AFRC Levy on behalf of the Company**

CEBI, on behalf of the Company, will arrange for the payment by the Nominees of the Trading Fee, the Transaction Levy and the AFRC Levy payable by the Company as the case may be in respect of Accepted Hong Kong Public Offering Applications to the Stock

Exchange, the SFC or AFRC (as appropriate), such amounts to be paid out of the Hong Kong Public Offering Application Monies.

#### **3.6.4 Refund of Hong Kong Public Offering Application Monies**

The Company will procure that, in accordance with the terms of the Receiving Banks Agreement and the H Share Registrar Agreement, the Nominee will pay, and the H Share Registrar will arrange for the distribution of cheques, to applicants under the Hong Kong Public Offering who are entitled to receive any refund of Hong Kong Public Offering Application Monies (without any interest) in accordance with the terms of the Hong Kong Public Offering Documents.

#### **3.6.5 Discharge from Hong Kong Underwriter's Obligations**

As soon as the Hong Kong Offer Shares comprising the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter shall be subscribed and paid for by the Hong Kong Underwriter and/or subscribers procured by such Hong Kong Underwriter and/or otherwise pursuant to this Agreement, such Hong Kong Underwriter shall be discharged from its obligations and liabilities arising out of its Hong Kong Public Offering Underwriting Commitment.

#### **3.6.6 No responsibility for default**

The Company acknowledges that none of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries has liability whatsoever for any default by the Nominees or any other application or otherwise of refunds.

### **4 COSTS, EXPENSES, FEES AND COMMISSIONS**

#### **4.1 Underwriting commissions and incentive fee**

In consideration of the services of the Hong Kong Underwriters under this Agreement, subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 8, the Company will pay to the Settlement Agent (for itself and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.50% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any Offer Shares reallocated from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.7 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering under Clause 2.8). In addition, the Company may, at its sole and absolute discretion, pay any or all the Hong Kong Underwriters an additional incentive fee of up to 0.83% of the aggregate Offer Price of the Hong Kong Offer Shares from the Global Offering (excluding any Offer Shares reallocated from the International Offering to the Hong Kong Public Offering pursuant to Clause 2.7 and any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering under Clause 2.8). The Company shall, in writing (including but not limited to email notification), notify the Joint Overall Coordinators and the Hong Kong Underwriters on or around the Price Determination Date whether any incentive fee will be paid (including the respective entitlements of each Hong Kong Underwriter to such incentive fee) and the incentive fee shall be paid to the Settlement Agent (for and on behalf of the Hong Kong Underwriters) on the Listing Date. The payment by the Company to the Settlement Agent (for and on behalf of the Hong Kong Underwriters) of the underwriting commission 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 responsible for the allocation and distribution of the underwriting commission among the Hong Kong Underwriters.

The respective entitlements of the Hong Kong Underwriters to the underwriting commission will be agreed between the Joint Overall Coordinators, the Hong Kong Underwriters and the Capital Market Intermediaries separately and in any event in accordance with OC Engagement Letters between the Company and the Joint Overall Coordinators and the CMI Engagement Letters between the Company and the respective Capital Market Intermediaries. For the avoidance of doubt, entitlement to underwriting commission for any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering should be provided for and payable by the Company to the International Underwriters as stipulated in the International Underwriting Agreement.

#### **4.2 Sponsorship fee and other remuneration to the Sole Sponsor**

The Company shall further pay to the Sole Sponsor the outstanding sponsorship and documentation fee and such other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Sole Sponsor pursuant to the Sponsor Engagement Letter.

#### **4.3 Expenses in connection with the Hong Kong Public Offering**

Subject to Clause 4.4, the Company shall bear all costs, fees and expenses in connection with or incidental to, the Global Offering, the listing of the H Shares on the Stock Exchange and this Agreement and transactions contemplated thereby or hereby including, without limitation:

- (i) all fees and expenses of the Reporting Accountants;
- (ii) all fees and expenses of the H Share Registrar;
- (iii) all fees and expenses of the legal advisors to the Underwriters and the legal advisors to the Company;
- (iv) all fees and expenses of any public relations consultants engaged or as agreed by the Company;
- (v) all fees and expenses of any translators engaged or as agreed by the Company;
- (vi) all fees and expenses of any Internal Control Consultant, industry consultant, the property valuer, printer and any other service providers to the Company relating to the Global Offering engaged or as agreed by the Company;
- (vii) all fees and expenses of the Nominee and the Receiving Banks;
- (viii) all fees and expenses of other agents of, and advisors to, the Company engaged or as agreed by the Company relating to the Global Offering;
- (ix) all fees and expenses related to the application for listing of, and permission to deal in, the Offer Shares on the Stock Exchange and the registration of any documents with any relevant Governmental Authority;
- (x) all roadshow costs and expenses properly and reasonably incurred in connection with the Global Offering;
- (xi) all costs of preparation, printing, despatching and distribution of the Offering Documents and all advertising costs and expenses properly and reasonably incurred in relation to the Global Offering;

- (xii) all CCASS transaction fees payable in connection with the Global Offering;
- (xiii) all costs and expenses related to the printing and despatching of share certificates, letters of regret and refund cheques properly and reasonably incurred in relation to the Global Offering;
- (xiv) all Brokerage, Fees, and Levies payable by the Company and any stamp or capital duty (if any), premium duty (if any) and other fees, charges and expenses payable by the Company in respect of the creation, allotment and issue of the Shares;
- (xv) all costs and expenses related to the launching of the Global Offering as agreed by the Company;
- (xvi) all costs and expenses of conducting the syndicate analysts' briefing properly and reasonably incurred in relation to the Global Offering and as agreed by the Company;
- (xvii) all processing charge and related expenses payable to HKSCC; and
- (xviii) all fee, costs, expenses (including out-of-pocket expenses) reasonably and properly incurred by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries in connection with the Global Offering and as agreed by the Company,

and unless so deducted pursuant to Clause 3.6.1, the Company shall, and the Warranting Parties shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all such costs, fees and expenses within ten (10) Business Days of the first written request by the Joint Overall Coordinators or the relevant parties, save for the amounts to be paid by way of deduction from the Hong Kong Public Offering Application Monies or the gross proceeds from the International Offering pursuant to Clause 3.6.1. For the avoidance of doubt, the initial listing fees payable to the Stock Exchange shall be borne solely by the Company.

Nothing in this Clause shall extinguish the unfettered right of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries to claim against the Company for all fees, costs and expenses that have been legally incurred in connection with the Global Offering and listing of the H Shares on the Main Board of the Stock Exchange.

#### **4.4 Costs and expenses payable in case the Global Offering does not proceed**

If this Agreement shall be rescinded or terminated or not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission and incentive fee under Clause 4.1, but the Company shall, and the Warranting Parties shall procure the Company to, pay or reimburse or cause to be paid or reimbursed within ten (10) Business Days of the first written request for all the sponsorship and documentation fees referred to in Clause 4.2 and to each of the relevant parties, all such costs, fees, charges and expenses referred to in Clause 4.3 which have been incurred or are liable to be paid by any of the Sole Sponsor, 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 parties referred to thereunder.

## **5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

### **5.1 Representations, Warranties and Undertakings by the Warrantors**

The Warrantors jointly and severally represent, warrant and undertake to each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the terms set out in **Schedule 4**. The Warrantors accept that each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries is entering into this Agreement in reliance upon each of such Warranties.

### **5.2 Rights in relation to the Warranties**

**5.2.1** Each of the Warranties shall be construed separately and shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.

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

- (i) the date on which the Prospectus registered by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- (ii) the Prospectus Date and the date of any supplemental Prospectus (if any);
- (iii) the Acceptance Date;
- (iv) the Price Determination Date;
- (v) the time immediately prior to the delivery by the Hong Kong Underwriters of duly completed applications and the time of payment for the Hong Kong Offer Shares to be taken up;
- (vi) immediately prior to 8:00 a.m. on the Listing Date;
- (vii) immediately prior to the commencement of dealings in the Offer Shares on the Stock Exchange;
- (viii) the day(s) on which the Over-allotment Option is(are) exercised or expired,

in each case with reference to the facts and circumstances then subsisting. For the avoidance of doubt, nothing in this Clause 5.2.2 shall affect the on-going nature of the Warranties.

**5.2.3** If at any time on or prior to the last date on which the Warranties are deemed to be given pursuant to Clause 5.2.2, by reference to the facts and circumstances then subsisting, any matter or event comes to the attention of any of the Warrantors which

- (i) would or might result in any of the Warranties, if repeated immediately after the occurrence of such matter or event, being untrue or inaccurate or breached; or

- (ii) would or might render any statement untrue, inaccurate or misleading, whether of fact or opinion, contained in the Offer Documents or any of them if the same were issued immediately after the occurrence of such matter or event; or
- (iii) would or might result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offer Documents (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event); or
- (iv) would or might result in any breach of the representations, warranties or undertakings given by any of the Warrantors or any circumstances giving rise to a claim under any of the indemnities as contained in, or given pursuant to, this Agreement,

such Warrantor shall jointly and severally forthwith notify and consult the Company and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and shall, at its own expense, take such steps as may be reasonably requested by the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to remedy the same.

**5.2.4** If any matter or event referred to in Clause 5.2.3 shall have occurred, nothing herein shall prejudice any rights that the Joint Overall Coordinators or any of the Hong Kong Underwriters may have in connection with the occurrence of such matter or event, including without limitation its rights under Clause 8.

**5.2.5** The Warrantors shall not, and shall use their best endeavours to procure that none of the members of the Group will:

- (i) do or omit to do anything or permit to occur any event which would or might render, cause or permit, any of the Warranties to be untrue, inaccurate or misleading, or breached at or prior to any time referred to in Clause 5.2.2 (assuming such Warranties to be repeated at such times with reference to the facts and circumstances then subsisting); or
- (ii) do or omit to do anything or permit to occur any event which would or could materially and adversely affect the Global Offering.

**5.2.6** For the purpose of this Clause 5:

- (i) the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and all other matters and arrangements referred to or contemplated by this Agreement; and
- (ii) if an amendment or supplement to the Offer Documents, Warranties relating to any such documents given pursuant to this Clause 5 shall be deemed to be repeated on the date of publication of such amendment or supplement, and when so repeated, Warranties relating to such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

### **5.3 Warrantors' knowledge**

A reference in this Clause 5 or in Schedule 4 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to refer to the actual, imputed or constructive knowledge of any of the Warrantors and their respective directors (as applicable) and include an additional statement that it has been made after due, diligent and careful enquiry to ensure that all information given in the relevant Warranty is true, complete and accurate in all material respect. Notwithstanding that any of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries under this Clause 5 shall not be prejudiced in any way whatsoever by such knowledge, investigation or enquiry, to the extent permitted by Law.

### **5.4 Consideration**

The Warrantors have entered into this Agreement, and agreed to give the Warranties herein, in consideration of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries agreeing to enter into this Agreement on the terms set out herein.

## **6 FURTHER UNDERTAKINGS**

### **6.1 Further undertakings**

The Company undertakes to each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, and each of the other Warrantors undertakes to use reasonable efforts to procure that:

- (i) the Company will comply in all material respects with the terms and conditions of the Hong Kong Public Offering and, in particular, without limitation:
  - (a) to comply with all applicable Laws in effect from time to time, in particular, to comply with the obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules in respect of or by reason of the making of the Global Offering including, but without limitation, the making of all necessary filings with the Registrar of Companies in Hong Kong and the Stock Exchange and the making available for documents on display and in the manner referred to in the paragraph headed "Documents on display" of Appendix VI to the Prospectus during the period specified in that paragraph;
  - (b) to comply in all aspects with the terms and conditions of the Global Offering and, in particular, to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clauses 3.4.6 and 3.4.7, to the applicants under Clause 3.4.6(i) or, as the case may be, as the Joint Overall Coordinators direct; and
  - (c) as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event on the date specified in the Prospectus for the despatch of the share certificates, to cause definitive share

certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procure that the share certificates for Hong Kong Offer Shares in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depository for HKSCC for credit to the stock account of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;

- (ii) the Company will use all reasonable efforts to procure that the H Share Registrar, the White Form eIPO Service Provider and the Receiving Banks will comply with the terms of their respective appointment, all applicable Laws (including, without limitation, the Guidelines for Electronic Public Offerings published by the SFC) and any instructions from the Joint Overall Coordinators in connection with the Global Offering, and will do all such acts and things as may be required to be done by each of them and by the time specified or necessary in connection with the Global Offering and the transactions contemplated thereunder, and in particular, but without limitation, as set out in the H Share Registrar Agreement and the Receiving Banks Agreement, respectively;
- (iii) none of the terms of the appointments of the H Share Registrar, the White Form eIPO Service Provider and the Receiving Banks shall be amended without the prior written consent of the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- (iv) each of the Warrantors will, and in particular the Company will cause the Group Companies, and any party acting on its behalf to, comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules (as relevant) and any requirements to publish information affecting the information contained in the Prospectus including supplemental listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document as contemplated above without the prior written consent of the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Sole Sponsor (such consent not to be unreasonably withheld or delayed);
- (v) the Company itself will give every assistance, and will cooperate with and use all reasonable efforts to fully assist, and procure the members of the Group and the Warranting Parties, and their respective directors, officers, employees, affiliates, agents, advisors, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries, to facilitate its performance of its duties, as the case may be, as a sponsor, a joint overall coordinator and/or a capital market intermediary and to meet its obligations and responsibilities (including its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators) 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;
- (vi) the Company will comply with (and the Company hereby confirms that it has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC and any other Governmental Authority) including, without limitation:



- (a) complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Joint Overall Coordinators (in the capacity of joint overall coordinators) in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
  - (b) complying with and procuring the Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;
  - (c) 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;
  - (d) keeping the Sole Sponsor and the Joint Overall Coordinators (in the capacity of joint overall coordinators) informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC, and to enable the Joint Overall Coordinators to provide (or procuring their provision) to the CSRC, the Stock Exchange and/or the SFC, in a timely manner, such information as the CSRC, the Stock Exchange or the SFC may require;
  - (e) providing to or procuring for the Joint Overall Coordinators (in the capacity of joint overall coordinators) all necessary consents to the provision of the information referred to in paragraph (vi) of this Clause to them; and (i) complying, cooperating and assisting with record-keeping obligations of the Company, the Joint Overall Coordinators (in the capacity of joint overall coordinators) and the CMLs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Joint Overall Coordinators (in the capacity of joint overall coordinators); and
  - (f) the Company shall inform the Stock Exchange and the SFC of such change or matter in accordance with the Laws, or if so reasonably required by any of the Sole Sponsor, the Joint Overall Coordinators and the Underwriters (including the Capital Market Intermediaries).
- (vii) as soon as practicable and in any event before the commencement of dealings in the H Shares on the Stock Exchange, the Company will submit to the Stock Exchange the declaration Form F of the Listing Rules acceptable to the Stock Exchange via FINI;
  - (viii) none of the connected persons (as defined in the Listing Rules) of the Company will apply for or acquire any Offer Shares either in their own names or through nominees unless permitted to do so under the Listing Rules or a waiver from compliance with the Listing Rules duly granted from the Stock Exchange to that effect;
  - (ix) the Company will use all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Prospectus and in case of any change the Company has to obtain prior consent from the Sole Sponsor (such consent shall not be unreasonably withheld or delayed) and such change to be in compliance with the requirements under the Listing Rules and/or the requirements of SEHK. The Company will not directly or indirectly use any of the proceeds from the International Offering to fund any operations in, to finance any investments, projects or activities in, to make any payments to, any

country, or to make any payments to, or finance any activities with, any person, targeted by any of the economic sanctions promulgated by any Executive Order issued by the President of the United States or administered by the United States Treasury Department's Office of Foreign Asset Control. The Company will maintain and implement adequate internal controls and procedures to monitor and audit transactions that are reasonably designed to detect and prevent any use of the proceeds from the Global Offering that is inconsistent with any of the Company's representations and applicable obligations;

- (x) except pursuant to the Global Offering (including pursuant to the Over-allotment Option), during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the "**First Six-Month Period**"), the Company will not without the prior written consent of the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)(such consent shall not be unreasonably withheld or delayed) and unless in compliance with the requirements of the Listing Rules:
- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any other warrants or other rights to purchase, any Shares), or deposit any Shares or any other equity 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 ownership of any Shares or other equity securities of the Company, or any interest in any of the foregoing (including, without limitation, any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other equity securities of the Company); or
  - (c) enter into any transaction with the same economic effect as any transactions specified in Clause 6.1(x)(a) or 6.1(x)(b) above; or
  - (d) offer to or agree to or announce, or publicly disclose, any intention to effect any transaction specified in Clause 6.1(x)(a), 6.1(x)(b) or 6.1(x)(c) above,

in each case, whether any of the transactions specified in Clause 6.1(x)(a), 6.1(x)(b) or 6.1(viii)(c) above is to be settled by delivery of Shares or other equity securities of the Company, or in cash or otherwise (whether or not the issue of such Shares or other shares or equity securities will be completed within the First Six-Month Period);

- (xi) in the event that, during the period of six months immediately following the expiry of the First Six-Month Period (the "**Second Six-Month Period**"), the Company enters into any of the transactions specified in Clause 6.1(x)(a), 6.1(x)(b) or 6.1(x)(c) above or offers to or agrees to or announces, or publicly discloses, any intention to effect any such

transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in any Shares or other securities of the Company;

- (xii) during the 12 months following the Listing Date, the Company will use its best efforts to maintain the listing of the H Shares on the Stock Exchange;
- (xiii) without prejudice to Clauses 3.4.6(ii), 3.6.2 and 3.6.3, the Company will pay any tax, duty, levy, fee or other charge or expense (if any) which may be payable by the Company in Hong Kong or elsewhere, whether pursuant to the requirement of any Laws or otherwise, in connection with the creation, allotment, issue, sale or transfer of the Offer Shares, the Global Offering, or the execution and delivery of, or the performance of any of the provisions under, this Agreement;
- (xiv) the Company shall not at any time after the date of this Agreement up to and including the date on which all the Conditions are fulfilled or waived, amend or agree to amend the Articles of Association (save for allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing, as described in the Prospectus) or enter into or procure any Group Company not to enter into any commitment or arrangement which could materially and adversely affect the Global Offering or which is outside the ordinary course of business of any member of the Group or take any steps which, in the reasonable opinion of the Sole Sponsor, would be inconsistent with any expression of policy or intention in the Prospectus or make any material amendment to any of the service contracts of the Directors or waive or release a Director from any provision of his service contract and the Company shall do all such acts and things to enforce or preserve the rights of the Company under the service contracts;
- (xv) at any time within the period during which the Over-allotment Option may be exercised, the Company shall not declare or make any payment of dividends, make any other distribution of profits whatsoever, any return of value or any issue of bonus Shares to its shareholders or offer or agree to do any of the foregoing or announce any intention to do so;
- (xvi) if, at any time up to or on the date falling 30 days after the Listing Date, there is a change which affects or is capable of affecting any information contained in the Offer Documents or a new matter arises, the inclusion of information in respect of which would have been required in any of the Offer Documents had it arisen before any of them was issued, then the Company shall:
  - (a) promptly provide particulars thereof to the Sole Sponsor and the Joint Overall Coordinators;
  - (b) if so reasonably required by the Sole Sponsor and/or the Joint Overall Coordinators, inform the Stock Exchange and the SFC of such change or matter;
  - (c) (if so required by the Stock Exchange) promptly prepare and (through the Sole Sponsor) deliver to the Stock Exchange for approval (unless otherwise directed by the Stock Exchange) documentation containing details thereof in a form agreed by the Sole Sponsor and/or the Joint Overall Coordinators and publish such documentation in such manner as the Stock Exchange may require; and
  - (d) make any necessary announcements through the Stock Exchange and the press to avoid a false market being created in the Offer Shares.

The Company undertakes not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any matter aforesaid without the prior written consent of the Sole Sponsor and the Joint Overall Coordinators (such consent shall not be unreasonably withheld or delayed);

- (xvii) the Company shall ensure that any material issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant will promptly be rectified or improved in accordance with any recommendations or suggestions made by the Internal Control Consultant in such internal control report and to a standard to allow compliance by the Company and its board of Directors with all applicable Laws; and
- (xviii) using reasonable efforts to procure that each of the Warrantors, their respective directors and employees will not provide Non-Public Information to any investment research analyst at any time up to and including the day falling on the later of (i) 40 calendar days after the closing of the Global Offering; (ii) 40 calendar days after the closing date for the Over-allotment Option (if the Over-allotment Option is exercised), or (iii) such later date as the Joint Overall Coordinators may indicate in writing.

## 6.2 Restrictions on Dealings and Related Matters

**6.2.1** Each of the Controlling Shareholders hereby jointly and severally undertake to each of the Company, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that without the prior written consent of the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or unless otherwise in compliance with the requirements of the Listing Rules:

- (i) at any time during the First Six-Month Period, it shall not, and shall procure that the relevant registered holder(s), any nominee or trustee holding on trust for it shall not, (a) sell, offer to 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, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly (including by way of altering the composition or classes of beneficiaries of any trust), conditionally or unconditionally, any Shares or other equity securities of the Company or any interest therein (including, without limitation, any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other equity securities of the Company or any interest in any of the foregoing) beneficially owned by it (the “**Relevant Securities**”); or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Relevant Securities; (c) enter into or effect any transaction with the same economic effect as any of the transactions referred to in sub-paragraphs (a) or (b) above; or (d) offer to or agree to or announce any intention to enter into or effect any of the transactions referred to in sub-paragraphs (a), (b) or (c) above, which any of the foregoing transactions referred to in sub-paragraphs (a), (b), or (c) is to be settled by delivery of Shares or such other equity securities of the Company or in cash or otherwise (whether or not the issue of such Shares or other securities will be completed within the First Six-Month Period);

- (ii) at any time during the Second Six-Month Period, it shall not enter into any of the transactions referred to in Clause 6.2.1(i)(a), (b) or (c) above or offer to or agree to or announce any intention to enter into 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 would cease to be a “controlling shareholder” (as defined in the Listing Rules) of the Company or would together with the other Controlling Shareholders cease to be “controlling shareholders” (as defined in the Listing Rules) of the Company;
- (iii) in the event that it enters into any of the transactions specified in Clause 6.2.1(i)(a), (b) or (c) above or offers to or agrees to or announce or publicly disclose any intention to effect any such transaction within the Second Six-Month Period, it shall take all steps to ensure that it will not create a disorderly or false market for any Shares or other equity securities of the Company; and
- (iv) at any time during the First Six-Month Period and the Second Six-Month Period, it shall, and shall procure that the relevant registered holder(s), comply with all the restrictions and requirements under the Listing Rules on the sale, transfer or disposal by it or by the registered holder(s) of any Shares or other equity securities of the Company.

For the avoidance of doubt, subject to strict compliance with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange or of the SFC), the lock-up arrangements with the Controlling Shareholders referred to in this Clause 6.2.1 shall not prevent any of the Controlling Shareholders from (a) using the Shares or other equity securities of the Company (or any interest therein) beneficially owned by them respectively as security (including a charge or a pledge) in favour of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan; and (b) purchasing additional Shares or other equity securities of the Company or any interest therein or dispose of Shares or other equity securities of the Company (or any interest therein) which are purchased in the First Six-Month Period and the Second Six-Month Period, provided that such purchase does not contravene the compliance by the Company with the requirement of Rule 8.08 of the Listing Rules to maintain an open market in the securities and a sufficient public float in the Shares.

**6.2.2** Each of the Controlling Shareholders further undertakes to each of the Company, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, at any time during the First Six-Month Period and the Second Six-Month Period, it will:

- (i) when it pledges or charges any equity securities or interests in the Relevant Securities in favour of an authorised institution pursuant to Note 2 to Rule 10.07(2) of the Listing Rules, immediately inform the Company and the Sole Sponsor in writing of such pledges or charges together with the number of securities and nature of interest so pledged or charged; and
- (ii) when it receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged equity securities or interests in the securities of the Company will be sold, transferred or disposed of, immediately inform the Company and the Sole Sponsor in writing of such indications.

The Company shall, if required pursuant to the Listing Rules, inform the Stock Exchange in writing as soon as practicable, when it has been informed of any of the matters referred to above (if any) by the Controlling Shareholders and disclose such matters by way of an announcement to be published in accordance with the Listing Rules.

### **6.3 Obligations and liability**

**6.3.1** The obligations of each of the Warrantors shall be binding on its personal representatives and successors (as the case may be).

**6.3.2** Any liability to any party to this Agreement may in whole or in part be released, compounded or compromised and time or indulgence may be given by any party as regards any person under such liability without prejudicing the rights of any other party or the relevant party's other rights against such person or the relevant party's rights against any other person under the same or a similar liability.

**6.3.3** Save and except for any loss or damage finally judicially determined to have arisen directly out of any gross negligence, wilful default or fraud on the part of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, no claim shall be made against the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, against any other of the Indemnified Persons (as defined below) (such right of the Indemnified Persons being held by the Hong Kong Underwriters as trustee for the Indemnified Persons) by the Company and/or any of the other Warrantors, to recover any damage, cost, charge or expense which any of the Warrantors may suffer or incur by reason of or arising out of the carrying out by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries of the work to be done by any of them or the performance of their respective obligations hereunder or otherwise in connection with any other Underwriting Documents, the Offer Documents, the Global Offering and any associated transactions (whether in performance of its duties as underwriter or otherwise). Specifically (but without prejudice to the generality of the foregoing), save and except for any loss or damage finally judicially determined to have arisen directly out of any gross negligence, wilful default or fraud on the part of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, none of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares or any announcements, documents, materials, communications or information (except for (i) the logos of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents; and (ii) the marketing names, legal names, qualifications and the addresses of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents, for which the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as the case may be) shall be severally liable and responsible) whatsoever made, given,

related or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Overall Coordinators or any of the Hong Kong Underwriters and the Capital Market Intermediaries).

## 7 INDEMNITY

7.1 The Warrantors (each an “**Indemnifying Party**” and together, the “**Indemnifying Parties**”) jointly and severally undertake to indemnify, hold harmless and keep fully indemnified on demand (on an after-tax basis) and hold harmless each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and Capital Market Intermediaries (for themselves and on trust for their directors, officers, employees, agents, assignees and affiliates (the “**Related Party(ies)**”)) (each an “**Indemnified Person**” and together, “**Indemnified Persons**”) from and against (i) all and any litigations, actions, suits, claims (whether or not any such claim involves or results in any litigations, actions, suits or proceedings), demands, investigations and proceedings from time to time made or brought or threatened or alleged to be made or brought (each an “**Action**” and together, the “**Actions**”) against or otherwise involve, and (ii) all losses, damages, liabilities, payments, costs or expenses including legal fees and taxes (including stamp duty and any penalties and/or interest arising in respect of any taxes) (including, without limitation, all payments, costs, charges, fees or expenses made or incurred arising out of or in connection with the settlement or compromise of any Actions or in investigating, disputing or defending the same or the enforcement of any such settlement or compromise or any judgment obtained in respect of any Actions) (each a “**Loss**” and together, the “**Losses**”) which may be suffered, made or incurred by, an Indemnified Person (with such amount of indemnity to be paid to the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to cover all the Actions against and Losses incurred by, such party and its Related Parties) directly or indirectly in connection with:

- (a) the performance by any one or more of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries of its/their obligations under this Agreement or any other Underwriting Documents or the Offer Documents or otherwise in connection with the Global Offering; or
- (b) the issue, publication, distribution or making available of any of the Offer Documents (including any amendment thereof or supplement thereto) and/or any document, notice, announcement, material, communication and advertisement whatsoever issued by the Company in connection with the Global Offering (in each case, whether or not approved by the Sole Sponsor, 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 them), except for (i) the logos of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents; and (ii) the marketing names, legal names, qualifications and the addresses of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents, for which the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as the case may be) shall be severally liable and responsible; or
- (c) the offer, allotment and issue or the sale and transfer, as the case may be, of the Offer Shares; or

- (d) any material breach or alleged material breach on the part of the Company or any of the other Warrantors of any of the provisions of any of the Underwriting Documents or Offer Documents, the Articles of Association or an action or omission of the Company or any of its Subsidiaries, directors, officers or employees or any of the other Warrantors resulting in a breach of any of the provisions of any of the Underwriting Documents or Offer Documents; or
- (e) any of the Warranties being untrue, inaccurate, misleading, deceptive or otherwise breached or being alleged to be untrue, inaccurate, misleading, deceptive or otherwise breached; or
- (f) any material breach or alleged material breach of the Laws of any country or territory resulting from the distribution of any of the Offer Documents or any announcements, documents, materials, communications or information whatsoever made, given, released or issued, arising out of or, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries) and/or any offer, sale, or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Underwriting Documents; or
- (g) any of the Offer Documents or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries), or, in each case, any supplement or amendment thereto, containing any material untrue, incomplete, inaccurate, misleading or deceptive statement or alleged material untrue, incomplete, inaccurate, misleading or deceptive statement of a fact, estimate, forecast or expression of opinion, intention, or omitting or allegedly omitting a fact necessary to make any statement therein in light of the circumstances under which it was made, not misleading or deceptive, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained therein, except for (i) the logos of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents; and (ii) the marketing names, legal names, qualifications and the addresses of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the Hong Kong Public Offering Documents, for which the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as the case may be) shall be severally liable and responsible; or
- (h) any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules or the applicable Laws; or
- (i) any investigation or proceeding by any Governmental Authority on any Group Company, commenced or threatened, or any settlement of any such investigation or proceeding; or
- (j) any act or material omission of the Company, any other Warrantors or any Group Company in relation to the Global Offering; or



- (k) any statement in any of the Offer Documents or in any announcements, documents, materials, communications or information whatsoever made, given, released, arising out of or, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries) or, in each case, any supplement or amendment thereto, being or alleged to be defamatory of any person; or
- (l) the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Laws or any statute or statutory regulation of any applicable jurisdiction, or any condition or term of any approvals in connection with the Global Offering, other than as a result of breach(es) of undertakings hereof by the Hong Kong Underwriters or any of them; or
- (m) any of the Offer Documents failing or being alleged to fail to disclose sufficient information necessary to enable an informed assessment to be made of the assets and liabilities, financial position, profits and losses and prospects of the Group or of the rights attaching to the Shares, or any risks relating to any of the foregoing; or
- (n) any breach, violation or non-compliance or alleged breach, violation or non-compliance by any of the Warrantors or any Group Company of applicable Laws in any material respect; or
- (o) any matter otherwise, howsoever, in connection with the Global Offering and the underwriting thereof.

For avoidance of doubt, the foregoing shall not be taken to exclude any liability of any Indemnified Persons in relation to the execution, delivery and performance of their or its obligations and roles under this Agreement or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and Capital Market Intermediaries or otherwise, as applicable, or any liability that is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been resulted from fraud, wilful default or gross negligence of such Indemnified Persons.

**7.2** Counsel to the Indemnified Persons in relation to any Action shall be selected by the Joint Overall Coordinators. Any admission of liability or responsibility, settlement or compromise of or consent to the entry of judgment with respect to any Action or Loss by any of the Sole Sponsor, 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 other Indemnified Person shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand any of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Person may have or make against the Company and/or any other Warrantors under this Agreement. The Sole Sponsor, 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 other Indemnified Persons are not required to obtain consent from any of the Warrantors with respect to such admission of liability or responsibility, settlement or compromise, provided that notice will be given to the Warrantors to the extent permitted by the relevant laws and regulations. The rights of the Sole Sponsor, 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 other Indemnified Persons herein are in addition to any rights that each of the Sole Sponsor, 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 other Indemnified Person may have at law or otherwise and the obligations of the Warrantors herein shall be in addition to any liability which the Warrantors may otherwise have.

- 7.3** The provisions of the indemnities contained in this Clause are not affected by any other provisions or forms (including any limitations) set out in this Agreement. For the avoidance of any doubt, the indemnity contained in this Clause 7 is not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at Law or in equity.
- 7.4** All payments made by the Warrantors under this Clause 7 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Law. If a Warrantor makes a deduction under this Clause 7, the sum due from the Warrantors shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Person which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 7.5** If a Warrantor enters into any agreement or arrangement with any advisor for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the advisor to the Warrantor or any other person is excluded or limited in any manner, and any of the Indemnified Persons may have joint and several liability with such advisor to the Warrantor or to any other person arising out of the performance of its duties under this Agreement or any other Underwriting Document or any Offer Document, the Warrantor shall:
- 7.5.1** not be entitled to recover any amount from any Indemnified Person which, in the absence of such exclusion or limitation, the Warrantor would have been entitled to recover from such advisor; and
  - 7.5.2** indemnify the Indemnified Persons in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
  - 7.5.3** take such other action as the Indemnified Person may reasonably require to ensure that the Indemnified Persons are not prejudiced as a consequence of such agreement or arrangement.
- 7.6** Save and except for any loss or damage finally judicially determined to have arisen directly out of any gross negligence, wilful default or fraud on the part of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries, no Action shall be brought against any Indemnified Person by, and no Indemnified Person shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Person of any act in connection with the transactions contemplated herein or in the Hong Kong Public Offering Documents, the performance by any of the Indemnified Persons of any of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of any of the Hong Kong Offer Shares or the preparation or despatch of any of the Hong Kong Public Offering Documents.
- 7.7** If any Action is instituted involving any Indemnified Person in respect of which the indemnity provided for in this Clause 7 may apply, such Indemnified Person shall, subject to any restrictions imposed by any Law or obligation of confidentiality, as soon as practicable notify the Indemnifying Party in writing of the institution of such Action with reasonable details thereof, 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

Person under this Clause 7 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Action including appointing counsel at its expense to act for it in such Action; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Persons) also be counsel to the Indemnified Person. Unless the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators and the Joint Bookrunners (on behalf of any Indemnified Persons) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Persons in such Action, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators and the Joint Bookrunners (on behalf of such Indemnified Persons) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Action. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Persons shall be borne by the Indemnifying Party and paid as incurred, save and except for such Action finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused by the gross negligence, wilful default or fraud of any of the Indemnified Persons.

- 7.8** No Indemnifying Party shall, without the prior written consent of an Indemnified Person (such consent shall not be unreasonably withheld or delayed), admit liability or responsibility, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any commenced, pending or threatened Action for any Loss in respect of any claim, any litigation, any investigation or proceeding by any Governmental Authority, commenced or threatened or any claim whatsoever in respect of which indemnification or contribution could be sought under this Clause 7, regardless of whether any Indemnified Person is or could be or could have been a party and indemnity could be or could have been sought hereunder by such Indemnified Person, unless with prior written consent of the relevant Indemnified Person or the Hong Kong Underwriter of which such Indemnified Person is a Related Party (such consent shall not be unreasonably withheld or delayed), and such settlement, compromise or judgment includes an unconditional release of such Indemnified Person, in form and substance satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such Action 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 Person. Any settlement or compromise by any Indemnified Person, or any consent by any Indemnified Person to the entry of any judgment, in relation to any Action 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 Action it may take against, any of the Indemnifying Parties under this Agreement. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Person of, or any judgment consented to by any Indemnified Person with respect to, any pending or threatened Action, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Person from and against any loss or liability by reason of such settlement, or compromise or consent judgment. The rights of the Indemnified Persons herein are in addition to any rights that each Indemnified Person 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.
- 7.9** For the avoidance of doubt, the indemnity under this Clause 7 shall cover all costs, charges, fees and expenses which any Indemnified Person 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 Actions in respect of any Losses) to which the indemnity may relate and in establishing its right to indemnification under this Clause 7.
- 7.10** All amounts subject to indemnity under this Clause 7 shall be paid by an Indemnifying Party as and when they are incurred within 15 Business Days after receiving a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Person.

- 7.11** If a payment under this Clause 7 will be or has been subject to taxation, the Indemnifying Party shall pay the relevant Indemnified Person 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 as reasonably determined by the Indemnified Person) that will ensure that the relevant Indemnified Person receives and retains a net sum equal to the sum it would have received had the payment not been subject to taxation.
- 7.12** The foregoing provisions of this Clause 7 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed or the termination of the Agreement (as the case may be).

## **8 TERMINATION**

- 8.1** CEBI may in itself sole and absolute discretion, for itself and on behalf of the Hong Kong Underwriters, upon giving notice in writing to the Company made pursuant to Clause 9.13, terminate this Agreement with immediate effect if any of the following events occurs at or prior to 8:00 a.m. on the Listing Date:

**8.1.1** there has come to the notice of CEBI and/or any of the Hong Kong Underwriters:

- (i) that any statement contained in any Offer Documents and/or any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Global Offering (including any supplement or amendments thereto) (collectively, the “**Relevant Documents**”) was, when it was issued, or has become, untrue, incorrect, or misleading or deceptive in any material respect or that any forecast, expression of opinion, intention or expectation expressed in any of the Relevant Documents is not, in the sole and absolute opinion of CEBI (for itself and on behalf of the Underwriters), fair and honest and based on reasonable assumptions, when taken as a whole; or
- (ii) that any matter has arisen or has been discovered which would or might, had it arisen or been discovered immediately before the respective dates of the publication of the Relevant Documents, constitute a material omission therefrom; or
- (iii) any breach on the part of the Warrantors of any of the obligations under this Agreement or the International Underwriting Agreement which has or may have or will have a Material Adverse Effect on the Global Offering; or
- (iv) any breach of, or any matter or event rendering untrue, incorrect, inaccurate or misleading in any material respect, any of the Warranties; or
- (v) any event that has or may have or will have a Material Adverse Effect on the Company or the Global Offering; or
- (vi) the approval by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares (including any additional H Shares that may be issued upon the exercise of the Over-allotment Option) is refused or not granted, or is qualified (other than subject to customary conditions), on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or

- (vii) the Company withdraws any of the Relevant Documents or the Global Offering; or
- (viii) any expert (other than the Sole Sponsor) specified in the Prospectus has withdrawn or sought to withdraw its consent to being named in any of the Offer Documents or to the issue of any of the Offer Documents; or
- (ix) a material portion of the orders placed or confirmed in the book-building process, at the time the International Underwriting Agreement is entered into have been withdrawn, terminated or cancelled, and the Joint Overall Coordinators, in their sole and absolute discretion, concludes that it is therefore inadvisable or inexpedient or impracticable to proceed with the Global Offering; or

**8.1.2** there shall develop, occur, exist or come into effect:

- (i) any local, national, regional, international event or circumstance, or series of events or circumstances in the nature of force majeure (including, without limitation, any acts of government or orders of any courts, strikes, calamity, crisis, lock-outs, fire, explosion, flooding, civil commotion, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God, acts of terrorism, declaration of a local, regional, national or international emergency, riot, public disorder, political change, economic sanctions, withdrawal of trading privileges, state of emergency, outbreaks, escalation, adverse mutation or aggravation of diseases (including, without limitation, contagious coronavirus (COVID-19), Severe Acute Respiratory Syndrome (SARS), Middle East Respiratory Syndrome (MERS), swine or avian influenza, H5N1, H1N1, H7N9, Ebola virus and such related or mutated forms, but excluding such diseases subsisting as of the date of the date of this Agreement which have not materially escalated thereafter), pandemics or epidemics or interruption or delay in transportation) in or affecting any of the US, the United Kingdom, the European Union, Hong Kong, the PRC, or any other jurisdictions relevant to any member of the Group or the Global Offering (collectively, the “**Specific Jurisdictions**”);
- (ii) any change or development involving a prospective change, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change, in any local, regional, national, international, financial, economic, political, military, industrial, fiscal, legal regulatory, currency, credit or market conditions (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 Specific Jurisdictions; or
- (iii) the imposition after the date of this Agreement of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the London Stock Exchange, the NASDAQ Global Market, the Shanghai Stock Exchange and the Shenzhen Stock Exchange; or
- (iv) any new Laws, or any change or development involving a prospective change in existing Laws, or any event or circumstance or series of events or circumstances likely to result in any change or development involving a prospective change in the interpretation or application of existing Laws by any court or other competent authority, in each case, in or affecting any Specific Jurisdictions; or

- (v) the imposition after the date of this Agreement of 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 Federal or New York State level or other competent Authority), London, the PRC, the European Union, or any of the Specific Jurisdictions, or any disruption in commercial banking activities, foreign exchange trading or securities settlement or clearance services or procedures or matters, in or affecting any of the Specific Jurisdictions; or
- (vi) the imposition of economic sanctions, in whatever form, other than those publicly proposed on or prior to the date of this Agreement, directly or indirectly, by or for any of the Specific Jurisdictions; or
- (vii) a change or development involving a prospective change in or affecting taxation or exchange control (or the implementation of any exchange control), currency exchange rates or foreign investment Laws (including, without limitation, a material devaluation in the exchange rate of the Hong Kong dollar or the Renminbi against any foreign currency) in or affecting any of the Specific Jurisdictions; or
- (viii) any material litigation or claim of any third party or investigations or actions being announced, threatened or instigated against the Company or any members of the Group; or
- (ix) the chairman of the Company or any executive Director being charged with an indictable offence or prohibited by operation of Law or otherwise disqualified from taking part in the management of a company; or
- (x) the chairman of the Company or any executive Director vacating his office; or
- (xi) a Governmental Authority or a political body or organization in any Specific Jurisdictions commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any executive Director;
- (xii) the commencement by any governmental or regulatory body or organisation or self-regulatory organisation of any action against any executive Director in his capacity as such or an announcement by any governmental, regulatory body or organisation that it intends to take any such action; or
- (xiii) save as disclosed in the Prospectus, a contravention by any Group Company of the Listing Rules or any other Laws applicable to the Global Offering;
- (xiv) a prohibition on the Company for whatever reason from allotting, issuing or selling the Offer Shares and/or the Over-allotment Shares pursuant to the terms of the Global Offering; or
- (xv) non-compliance of the Prospectus and the other Relevant Documents or any aspect of the Global Offering with the Listing Rules or any other Laws applicable to the Global Offering by the Company; or
- (xvi) except with the prior written consent of the Sole Sponsor and the Joint Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus and/or any other documents in

connection with the Global Offering pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules or any requirement or request of the Stock Exchange, the CSRC and/or SFC; or

- (xvii) that a petition or an order is presented for the winding-up or liquidation of any Group Company or any Group Company makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager is appointed to take over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or
- (xviii) a valid demand by any creditor for repayment or payment of any indebtedness of any Group Company or in respect of which any Group Company is liable prior to its stated maturity,

which in each case individually or in aggregate in the sole and absolute opinion of CEBI (for itself and on behalf of the Hong Kong Underwriters):

- (a) has or is or will have or is likely to have a Material Adverse Effect; or
- (b) has or will have or is likely to have a Material Adverse Effect on the success, marketability or pricing of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or
- (c) makes or will make or is likely to make it inadvisable, inexpedient or impracticable for any part of this Agreement or the Global Offering to proceed or to market the Global Offering; or
- (d) has or will have or is likely to have the material adverse effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents or delays the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof.

**8.2** Upon the termination of this Agreement pursuant to Clauses 2.1.4 or 2.4 or 8.1:

**8.2.1** Subject to clauses 8.2.2 and 8.2.3 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement, no party to this Agreement shall be under any liability to any other party in respect of this Agreement, and no party shall have any claim against any other party to this Agreement for costs, damages, compensation or otherwise, save in respect of the provisions of this Clause 8 and Clauses 4, 7 and 9, any antecedent breaches under this Agreement and any rights or obligations which may have accrued under this Agreement prior to such termination;

**8.2.2** the Company shall refund forthwith all payments, if any, made by the Hong Kong Underwriters or any of them, directly or indirectly, to the Company pursuant to Clause 3.4 and/or by the successful applicants under valid Hong Kong Public Offering Applications (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the H Share Registrar Agreement and the Receiving Banks Agreement); and

**8.2.3** the Company shall pay to CEBI the costs, fees and expenses set out in Clauses 4.2 and 4.3 to the extent the same have already been incurred or agreed to be paid and CEBI may, in accordance with the provisions herein and the Receiving Banks Agreement, instruct the Nominee to make any such (or any part of such) out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

## **9 GENERAL PROVISIONS**

### **9.1 Release**

Any liability to any party under this Agreement may in whole or in part be released, compounded or compromised, and time or indulgence may be given, by that party (and, where any liability is owed to any Hong Kong Underwriters, by the Joint Overall Coordinators on behalf of any or all of the Hong Kong Underwriters) at its absolute discretion as regards any person under such liability, without in any way prejudicing or affecting that party's rights against any other person under the same or a similar liability, whether joint and several or otherwise.

### **9.2 Remedies and waivers**

**9.2.1** No failure or delay by any party hereto in exercising any right, power or remedy provided by Law or under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right, power or remedy shall preclude any other or further exercise of it or the exercise of any other right, power or remedy.

**9.2.2** The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Law or otherwise).

**9.2.3** Each of the Warrantors agrees and acknowledges that any consent by, or knowledge of, any of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the Capital Market Intermediaries, to the delivery to investors of any amendments or supplements to the Offer Documents subsequent to its distribution will not (i) constitute a waiver of any Condition; (ii) result in the loss of any right of any of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters or the Capital Market Intermediaries to terminate this Agreement; or (iii) have the effect of amending or updating any of the Warranties.

### **9.3 Successors and assignment**

**9.3.1** This Agreement shall be binding upon, and inure solely to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

**9.3.2** Each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters and the Capital Market Intermediaries may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement, including the Warranties and the indemnities in Clauses 5 and 7, respectively, to any of the persons who have the benefit of the indemnities in Clause 7 and any successor entity to such Sole Sponsor, the Joint



Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Hong Kong Underwriters or the Capital Market Intermediaries or any of such persons, as applicable.

**9.3.3** Save as provided in Clause 9.3.2, no party hereto may assign or transfer all or any part of the benefits of, or interest or right in or under, this Agreement.

**9.3.4** Obligations under this Agreement shall not be assignable.

#### **9.4 Further assurance**

Each of the parties hereto undertakes with the other parties hereto that it shall execute and perform and procure that there are executed and performed such further documents and acts as the other parties hereto may reasonably require to give effect to the provisions of this Agreement.

#### **9.5 Entire agreement and variation**

**9.5.1** This Agreement, together with the Sponsor Engagement Letter, constitutes the entire agreement among the Company, the Warranting Parties, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Law which may be excluded by contract. This Agreement (save and except for the Sponsor Engagement Letter) supersedes and extinguishes all previous agreements or understandings relating to the underwriting of the Hong Kong Public Offering which shall cease to have any further force or effect and each party acknowledges that no party hereto has entered into this Agreement in reliance upon any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement. For the avoidance of doubt, the Sponsor Engagement Letter, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto. If any terms in this Agreement are inconsistent with that of the Sponsor Engagement Letter, the OC Engagement Letters and all the CMI Engagement Letters, the terms in this Agreement shall prevail.

**9.5.2** No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any representation, warranty, promise, agreement or undertaking which is not set out or referred to in this Agreement except to the extent such representation, warranty, promise, agreement or undertaking is repeated in this Agreement or the other documents or agreements referred to herein which are incorporated by reference in this Agreement.

**9.5.3** No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression "**variation**" shall include any variation, supplement, deletion or replacement however effected.

#### **9.6 Time of essence**

Any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Company, the Warrantors, the Joint Overall Coordinators (for themselves and for and on behalf of the Hong Kong Underwriters) and the Sole Sponsor, but as regards any time, date or period originally fixed or any time, date or period so extended as aforesaid, time shall be of the essence.

## **9.7 Announcements**

**9.7.1** Subject to Clause 9.7.2, no announcement or public communication concerning this Agreement or the subject matter hereof shall, for a period of one year from the date hereof, be made by any of the parties hereto (and each party shall procure that their respective directors, officers and agents shall comply with the restrictions of this Clause 9.7) without the prior written approval of the Sole Sponsor and the Joint Overall Coordinators.

**9.7.2** Any party hereto may make an announcement or public communication concerning this Agreement, the subject matter hereof or any ancillary matter hereto if and to the extent:

- (i) required by Law; or
- (ii) required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC whether or not the requirement has the force of Law,

provided that in such case, the relevant party shall first consult with the Company, the Joint Overall Coordinators and the Sole Sponsor, and the Company, the Joint Overall Coordinators and the Sole Sponsor shall have had an opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the relevant party.

**9.7.3** Each of the Warrantors shall procure compliance by their respective Affiliates with the provisions of this Clause 9.7.

**9.7.4** For the avoidance of doubt, the parties hereto acknowledge and agree that copies of this Agreement will be registered with the Registrar of Companies in Hong Kong and filed with the Stock Exchange for the purpose of satisfaction of the conditions set out in Clause 2.1.1(i).

## **9.8 Invalidity**

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

**9.8.1** the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

**9.8.2** the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

## **9.9 Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument.

## **9.10 Governing law and dispute resolution**

**9.10.1** This Agreement is governed by and shall be construed in accordance with the Laws of Hong Kong.

**9.10.2** Any dispute, controversy, claim arising out of or relating to this Agreement including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration rules (the “**HKIAC Rules**”) in force when the Notice of Arbitration is submitted and as may be amended by the rest of this Clause. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in Chinese. The place of arbitration shall be Hong Kong. The rights and obligations of the parties to refer disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. A request for ancillary, interim or interlocutory relief by a party to a court shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate.

**9.10.3** Notwithstanding Clause 9.10.2, within 28 days of service of a Notice of Arbitration by any party, each of the other parties may by notice in writing to the party require that the dispute which under the Notice of Arbitration is to be referred to arbitration (“**Dispute**”) be heard by a court of law. If any of the other party give(s) such notice, the parties hereto agree that:

- (i) the Dispute will be determined in accordance with Clause 9.11.1; and
- (ii) any arbitration commenced under Clause 9.10.2 in respect of the Dispute will be terminated. The parties hereto will bear their own costs of the terminated arbitration proceedings.

If proceedings in any court are commenced against the party, or the party is joined to proceedings in any court, in accordance with this Clause (the “**Prior Proceedings**”), no arbitration shall be commenced or continued by any party under Clause 9.10.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as in the Prior Proceedings until the Prior Proceedings have been finally determined. The taking of proceedings in the courts of any one or more jurisdictions under this Clause shall not preclude the taking of proceedings in the courts of any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.

**9.10.4** Notwithstanding Clause 9.10.2, the parties hereto also agree that each of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries shall have the sole and absolute right, in circumstances in which it becomes or is joined as a defendant or third party in any proceedings in any court of competent jurisdiction, to join the Company and/or any of the other Warrantors as a party to those proceedings, or otherwise pursue claims against the Company and/or any of the other Warrantors in those proceedings.

## **9.11 Jurisdiction and service of process**

**9.11.1** The parties hereto unconditionally and irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any matters arising out of this Agreement. Subject to Clauses 9.10.2, 9.10.3 and 9.10.4, no other provision in this Agreement limits the right of each of the Warrantors, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries to bring:

- (i) proceedings in any other court; and
  - (ii) concurrent proceedings in any number of jurisdictions,
- in connection with this Agreement, to the extent allowed by law.

This Clause 9.11.1 is for the benefit of each of the Warrantors, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the Capital Market Intermediaries only.

**9.11.2** The Company has established a place of business in Hong Kong at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. Each of the Controlling Shareholders irrevocably appoints the Company of 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong as its or their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company at the abovementioned address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. This Clause 9.11.2 does not affect any other method of service allowed by law or under the HKIAC Rules. If for any reason such agent shall cease to be the agent of any of the Warrantors for the service of process, the Company or that Warranting Party (as the case may be) shall forthwith appoint a new agent for the service of process in Hong Kong and notify each of the other parties hereto of the new agent's name and address within 14 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law or under the HKIAC Rules.

## **9.12 Immunity**

To the extent that any party hereto may in any jurisdiction claim for themselves or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgement or otherwise) or other legal process or to the extent that in any such jurisdiction there may be attributed to themselves or its assets such immunity (whether or not claimed), such party hereby irrevocably agrees not to claim and irrevocably waives such immunity to the full extent permitted by applicable Laws.

## **9.13 Notices**

**9.13.1** Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be in the Chinese language.

**9.13.2** Any such notice or other communication shall be addressed as provided in Clause 9.13.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (i) if sent by personal delivery or by courier, upon delivery at the address of the relevant party;
- (ii) if sent by post, on the third Business Day after the date of posting; or
- (iii) if sent by email, on receipt of confirmation of transmission.

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

**9.13.3** The relevant addresses and email addresses of each party hereto for the purposes of this Agreement, subject to Clause 9.13.4, are:

<b><u>Name of Party</u></b>	<b><u>Residential address/Principal place of business/registered office</u></b>	<b><u>Email address</u></b>
<b>Company</b>	Room 10701, Unit 1, Building 3 Xi'an Financial Innovation Center No. 51 Fengcheng Second Road Economic and Technological Development Zone Xi'an, Shaanxi PRC	JF- IPOgroup@xajfwy. cn
<b>Warranting Parties</b>		
Xi'an Kingfar Group Co., Ltd. (西安經發集團有 限責任公司)	10th and 11th Floor, Building A Baihualin International No.16, Middle Section of Wenjing Road Xi'an Economic and Technological Development Zone Xi'an, Shaanxi PRC	lilingxiao@kingfar.c om
Xi'an Kingfar Holdings (Group) Co., Ltd. (西安經 發控股 (集團)有限 責任公司)	5th Floor, Building A Baihualin International No.16, Middle Section of Wenjing Road Xi'an Economic and Technological Development Zone Xi'an, Shaanxi PRC	zhangming@kingfa r.com
<b>Sole Sponsor</b>		
<b>CEB International Capital Corporation Limited</b>	34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong	prj.kingcastle@cebi .com.hk
<b>Joint Overall Coordinators</b>		
<b>CEB International Capital Corporation Limited</b>	34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong	prj.kingcastle@cebi .com.hk
<b>CCB International Capital Limited</b>	12/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong	Project_king_castle @ccbintl.com
<b>CMB International Capital Limited</b>	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong	ProjectKingCastle @cmbi.com.hk

If to any of the Hong Kong Underwriters, at their respective addresses and/or facsimile numbers/email, and for the attention of the person set opposite its name on **Schedule 2**.

**9.13.4** A party may notify the other parties to this Agreement of a change to its relevant address or email address for the purposes of Clause 9.13.3, provided that such notification shall only be effective on:

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

#### **9.14 Survival of representations, warranties and obligations of the Warrantors**

The respective indemnities, covenants, undertakings, representations, warranties and other statements of the Warrantors or any of them as set forth in this Agreement or made by or on behalf of any of them pursuant to this Agreement, shall remain in full force and effect notwithstanding completion of the Global Offering and regardless of any knowledge or any investigation or enquiry (or any statement as to the results thereof) made by or on behalf of any of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries, any of their respective Affiliates or any of their respective representatives, directors, officers, agents, employees, advisors. Clauses 4, 7 and 9 shall survive completion of the Global Offering.

#### **9.15 Judgement currency indemnity**

**9.15.1** If, for the purposes of obtaining judgment in any court by any of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries (the "**Claiming Party**"), it is necessary to convert a sum due hereunder into any currency other than Hong Kong dollars, the Warrantors hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used for the purpose of such conversion shall be the rate at which, in accordance with normal banking procedures, the Claiming Party could purchase Hong Kong dollars with such other currency in Hong Kong on the Business Day preceding that on which final judgment is given.

**9.15.2** The obligation of the Warrantors in respect of any sum due to a Claiming Party shall, notwithstanding any judgment in a currency other than Hong Kong dollars, not be discharged until the first Business Day following the day of receipt by the Claiming Party of any sum adjudged to be so due in such other currency, on which (and only to the extent that) the Claiming Party may, in accordance with normal banking procedures, purchase Hong Kong dollars with such other currency.

**9.15.3** If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 is less than the sum originally due to the Claiming Party, the Warrantors agrees, as a separate obligation and notwithstanding any such judgment, to indemnify the Claiming Party against such loss.

**9.15.4** If the amount of Hong Kong dollars purchased pursuant to this Clause 9.15 exceeds the sum originally due to the Claiming Party, the Claiming Party shall, as a separate

obligation and notwithstanding any such judgment, repay to the Warrantors an amount equal to the excess of the Hong Kong dollars so purchased over the sum originally due hereunder to the Claiming Party.

**9.16 Third party rights**

No one, other than the parties to this Agreement, their respective heirs, successors and permitted assignees, shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) or otherwise but this does not affect any right or remedy of a third party which exists or is available apart from that Ordinance, including, for the avoidance of doubt, any such right or remedy of any Indemnified Persons (as defined in Clause 7.1). The consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.



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

***[The signature pages appear after the Schedules]***

**SCHEDULE 1**  
**THE WARRANTING PARTIES**

<b><u>Name</u></b>	<b><u>Residential address (for individuals)/ registered address (for corporates)</u></b>
1. Xi'an Kingfar Group Co., Ltd. (西安經發集團有限責任公司)	10th and 11th Floor, Building A Baihualin International No.16, Middle Section of Wenjing Road Xi'an Economic and Technological Development Zone Xi'an, Shaanxi PRC
2. Xi'an Kingfar Holdings (Group) Co., Ltd. (西安經發控股(集團)有限責任公司)	5th Floor, Building A Baihualin International No.16, Middle Section of Wenjing Road Xi'an Economic and Technological Development Zone Xi'an, Shaanxi PRC

**SCHEDULE 2**  
**THE HONG KONG UNDERWRITERS AND THE CAPITAL MARKET INTERMEDIARIES**

<u>Name and address</u>	<u>Hong Kong Public Offering Underwriting Commitment (maximum number of Hong Kong Offer Shares)</u>	<u>Percentage</u>
<p><b>CEB International Capital Corporation Limited</b></p> <p>34/F - 35/F,            Everbright Centre,            108 Gloucester Road,            Wanchai, Hong Kong</p>	See below	See below
<p><b>CCB International Capital Limited</b></p> <p>12/F CCB Tower,            3 Connaught Road Central,            Central, Hong Kong</p>	See below	See below
<p><b>CMB International Capital Limited</b></p> <p>45/F, Champion Tower,            3 Garden Road,            Central, Hong Kong</p>	See below	See below
<p><b>ABCI Capital Limited (as Joint Bookrunner and Capital Market Intermediary)</b></p> <p>11/F, Agricultural Bank of China Tower,            50 Connaught Road Central,            Central,            Hong Kong</p>	See below	See below
<p><b>ABCI Securities Company Limited (as Joint Lead Manager, Hong Kong Underwriter and Capital Market Intermediary)</b></p> <p>10/F, Agricultural Bank of China Tower,            50 Connaught Road Central,            Central,            Hong Kong</p>	See below	See below

<b>ICBC International Securities Limited</b>	See below	See below
37/F, ICBC Tower, 3 Garden Road, Hong Kong		
<b>CMBC Securities Company Limited</b>	See below	See below
45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong		
<b>Shanxi Securities International Limited</b>	See below	See below
Unit A, 29/F, Tower One, Admiralty Centre, 18 Harcourt Rd, Admiralty, Hong Kong		
<b>China Everbright Securities (HK) Limited</b>	See below	See below
33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong		
<b>Zhongtai International Securities Limited</b>	See below	See below
19/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong		
<b>China Galaxy International Securities (Hong Kong) Co., Limited</b>	See below	See below
20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong		
<b>Cinda International Capital Limited</b>	See below	See below
45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong		
<b>Tiger Brokers (HK) Global Limited</b>	See below	See below
1/F, 308 Central Des Voeux, 308 Des Voeux Road Central, Hong Kong		

<b>Futu Securities International (Hong Kong) Limited</b>	See below	See below
34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong		
<b>Livermore Holdings Limited</b>	See below	See below
Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong		
<b>Aristo Securities Limited</b>	See below	See below
Room B, 11/F, Golden Star Building, 22 Lockhart Road, Wan Chai, Hong Kong		
<b>Patrons Securities Limited</b>	See below	See below
Unit 3214, 32/F, Cosco Tower 183 Queen's Road Central Sheung Wan Hong Kong		
<b>Sunhigh Financial Holdings Limited</b>	See below	See below
Room D, 21/F, Yardley Commercial Building 3 Connaught Road West Sheung Wan Hong Kong		
<b>Ruibang Securities Limited</b>	See below	See below
9/F, Sang Woo Building 227-228 Gloucester Road Wanchai Hong Kong		

The number of Hong Kong Offer Shares underwritten by each the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = B/C \times \text{Total Number of Hong Kong Offer Shares}$$

Whereas:

"A" is the number of the Hong Kong Offer Shares underwritten by the relevant Specified Hong Kong Underwriter,

"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

"C" is the aggregate number of Firm Shares 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.

## THE JOINT OVERALL COORDINATORS

<b>No.</b>	<b>Name</b>	<b>Address</b>
1.	<b>CEB International Capital Corporation Limited</b>	34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong
2.	<b>CCB International Capital Limited</b>	12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong
3.	<b>CMB International Capital Limited</b>	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong

## THE JOINT GLOBAL COORDINATORS

<b>No.</b>	<b>Name</b>	<b>Address</b>
1.	<b>CEB International Capital Corporation Limited</b>	34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong
2.	<b>CCB International Capital Limited</b>	12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong
3.	<b>CMB International Capital Limited</b>	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong



## THE JOINT BOOKRUNNERS

No.	Name	Address
1.	<b>CEB International Capital Corporation Limited</b>	34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong
2.	<b>CCB International Capital Limited</b>	12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong
3.	<b>CMB International Capital Limited</b>	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong
4.	<b>ABCI Capital Limited</b>	11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Central, Hong Kong
5.	<b>ICBC International Securities Limited</b>	37/F, ICBC Tower, 3 Garden Road, Hong Kong
6.	<b>CMBC Securities Company Limited</b>	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
7.	<b>Shanxi Securities International Limited</b>	Unit A, 29/F, Tower One, Admiralty Centre, 18 Harcourt Rd, Admiralty, Hong Kong
8.	<b>China Everbright Securities (HK) Limited</b>	33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong
9.	<b>Zhongtai International Securities Limited</b>	19/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong
10.	<b>China Galaxy International Securities (Hong Kong) Co., Limited</b>	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong
11.	<b>Cinda International Capital Limited</b>	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong
12.	<b>Tiger Brokers (HK) Global Limited</b>	1/F, 308 Central Des Voeux, 308 Des Voeux Road Central,

<b>No.</b>	<b>Name</b>	<b>Address</b> Hong Kong
13.	<b>Futu Securities International (Hong Kong) Limited</b>	34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong
14.	<b>Livermore Holdings Limited</b>	Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong
15.	<b>Aristo Securities Limited</b>	Room B, 11/F, Golden Star Building, 22 Lockhart Road, Wan Chai, Hong Kong
16.	<b>Patrons Securities Limited</b>	Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong
17.	<b>Sunhigh Financial Holdings Limited</b>	Room D, 21/F, Yardley Commercial Building, 3 Connaught Road West, Sheung Wan, Hong Kong
18.	<b>Ruibang Securities Limited</b>	9/F, Sang Woo Building, 227-228 Gloucester Road, Wanchai, Hong Kong

## THE JOINT LEAD MANAGERS

No.	Name	Address
1.	<b>CEB International Capital Corporation Limited</b>	34/F - 35/F, Everbright Centre, 108 Gloucester Road, Wanchai, Hong Kong
2.	<b>CCB International Capital Limited</b>	12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong
3.	<b>CMB International Capital Limited</b>	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong
4.	<b>ABCI Securities Company Limited</b>	10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Central, Hong Kong
5.	<b>ICBC International Securities Limited</b>	37/F, ICBC Tower, 3 Garden Road, Hong Kong
6.	<b>CMBC Securities Company Limited</b>	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong
7.	<b>Shanxi Securities International Limited</b>	Unit A, 29/F, Tower One, Admiralty Centre, 18 Harcourt Rd, Admiralty, Hong Kong
8.	<b>China Everbright Securities (HK) Limited</b>	33/F, Everbright Centre, 108 Gloucester Road, Wan Chai, Hong Kong
9.	<b>Zhongtai International Securities Limited</b>	19/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong
10.	<b>China Galaxy International Securities (Hong Kong) Co., Limited</b>	20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong
11.	<b>Cinda International Capital Limited</b>	45/F, COSCO Tower, 183 Queen's Road Central, Hong Kong
12.	<b>Tiger Brokers (HK) Global Limited</b>	1/F, 308 Central Des Voeux, 308 Des Voeux Road Central,

No.	Name	Address
		Hong Kong
13.	<b>Futu Securities International (Hong Kong) Limited</b>	34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong
14.	<b>Livermore Holdings Limited</b>	Unit 1214A, 12/F, Tower II Cheung Sha Wan Plaza, 833 Cheung Sha Wan Road, Kowloon, Hong Kong
15.	<b>Aristo Securities Limited</b>	Room B, 11/F, Golden Star Building, 22 Lockhart Road, Wan Chai, Hong Kong
16.	<b>Patrons Securities Limited</b>	Unit 3214, 32/F, Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong
17.	<b>Sunhigh Financial Holdings Limited</b>	Room D, 21/F, Yardley Commercial Building, 3 Connaught Road West, Sheung Wan, Hong Kong
18.	<b>Ruibang Securities Limited</b>	9/F, Sang Woo Building, 227-228 Gloucester Road, Wanchai, Hong Kong

**SCHEDULE 3**  
**THE CONDITIONS PRECEDENT DOCUMENTS**

**Part A**

**I. RESOLUTIONS AND CONSTITUTIONAL DOCUMENTS**

1. Three sets of certified copy of the resolution(s) of the Directors or a committee of the Board of Directors on, among others:
  - 1.1 approving and authorising or confirming the execution of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party together with all other documents necessary for the Global Offering;
  - 1.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of Offer Shares pursuant thereto;
  - 1.3 approving and authorising the issue and the registration with the Registrar of Companies in Hong Kong of the Prospectus and the issue of the Formal Notice;
  - 1.4 approving and authorising the issue of the Preliminary Offering Circular on behalf of the Company or ratifying the same; and
  - 1.5 approving the Verification Notes.
2. Three sets of certified copy of the resolutions of the shareholders of the Company referred to in paragraphs under “A. Further information about our Group — 4. Resolutions of our Shareholders passed at our Company’s extraordinary general meeting held on May 15, 2023” in Appendix VI to the Prospectus.
3. Three sets of certified copy of each of the following:
  - (a) the certificate of registration of non-Hong Kong company (pursuant to Part 16 of the Companies Ordinance) of the Company;
  - (b) the business licence of the Company;
  - (c) the Articles of Association;
  - (d) the filing notice(s) from the CSRC; and
  - (e) the business registration certificate of the Company.

**II. HONG KONG PUBLIC OFFERING DOCUMENTS**

1. Three sets of printed copy of each of the Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney (if not already provided in item III-1 below).
2. Three sets of original or certified copy of each of the letters dated the Prospectus Date referred to in the paragraphs under “D. Other Information - 7. Qualifications and consents of experts” in Appendix V to the Prospectus containing consents from certain parties to the issue of the

Prospectus with the inclusion of references to their respective names and where relevant, their reports or letters in the form and context in which they are included.

3. Three sets of original or certified copy of the translation certificate issued by the translator(s) in respect of the Prospectus.
4. Three sets of copy of the letter from the Stock Exchange to the Companies Registry in Hong Kong authorising the registration of the Prospectus.
5. Three sets of certified copy of the letter issued by the Registrar of Companies confirming registration of the Prospectus as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance.
6. Three sets of copy of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
7. Three sets of certified copy of the H Share Registrar Agreement duly signed by the parties thereto.

### **III. DIRECTORS' RELATED DOCUMENTS, MATERIAL CONTRACTS AND OTHER AGREEMENTS**

1. Three sets of certified copy of each of the responsibility letters, powers of attorney (except as already provided in II.1 above) and statements of interests signed by each of the Directors confirming, inter alia, his or her responsibility for the contents of the Prospectus in the terms of the responsibility statement contained in the Prospectus and his or her interests relating to the Company disclosed in the Prospectus.
2. Three sets of certified copy of each of service contracts or letters of appointment of each of the Directors.
3. Three sets of certified copy of each of the agreements (except for this Agreement) referred to under "B. Further Information about Our Business – 1. Summary of material contracts" in Appendix V to the Prospectus.
4. Three sets of certified copy of the compliance advisor agreement duly signed by the Company and the compliance advisor.
5. Three sets of signing pages of the Company to the Receiving Banks Agreement.
6. Three sets of certified copy of the FINI Agreement.

### **IV. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS**

1. Three sets of signed original of the accountants' report dated the Prospectus Date issued by the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
2. Three sets of signed original of the comfort letter dated the Prospectus Date from the Reporting Accountants to the directors of the Company confirming the indebtedness statement contained in the Prospectus, in form and substance satisfactory to the Sole Sponsor and CEBI. Such letter shall be delivered by the Reporting Accountant to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors on or before the Prospectus Date.

3. Three sets of signed original of the comfort letter dated the Prospectus Date from the Reporting Accountant to the directors of the Company commenting on the statement contained in the Prospectus as to the sufficiency of working capital, in form and substance satisfactory to the Sole Sponsor and CEBI. Such letter shall be delivered by the Reporting Accountant to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors on or before the Prospectus Date.
4. Three sets of signed original of the comfort letter dated the Prospectus Date prepared by the Reporting Accountant in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 400 (Revised) "Comfort Letters and Due Diligence Meetings" issued by the Hong Kong Institute of Certified Public Accountants and addressed to the directors of the Company, the Sole Sponsor, CEBI and each of the Hong Kong Underwriters), giving comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Sole Sponsor and CEBI. Such letter shall be delivered by the Reporting Accountant to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors on or before the Prospectus Date.
5. Three sets of signed original of the letter dated the Prospectus Date from the Reporting Accountant to the directors of the Company in connection with unaudited pro forma financial information related to adjusted consolidated net tangible assets, the text of which is contained in Appendix II to the Prospectus, in form and substance satisfactory to the Sole Sponsor and CEBI.
6. Three sets of original or certified copy of the memorandum on profit forecast and working capital of the Company.

#### **V. INTERNAL CONTROL REPORT**

1. Three sets of original or certified copy of the internal control report dated the Prospectus Date from the Internal Control Consultant.

#### **VI. EXPERT REPORTS**

1. Three sets of original or certified copy of the property valuation report prepared by APAC Asset Valuation and Consulting Limited, the property valuer, dated the Prospectus Date, the text of which is contained in Appendix III to the Prospectus.
2. Three sets of original or certified copy of the industry reports from China Index Academy, the industry consultant, dated the Prospectus Date.

#### **VII. VERIFICATION, CONFIRMATION AND UNDERTAKINGS**

1. Three sets of signed original of the signing pages of the Verification Notes duly signed by (or on behalf of) the Company and each of the Directors.
2. Three sets of certified copy of the undertaking from the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
3. Three sets of certified copy of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

#### **VIII. LEGAL OPINIONS**

### ***PRC legal opinions***

1. The scanned copy of the PRC legal opinion(s) dated the Prospectus Date issued by Beijing Grandway Law Offices, the PRC legal advisors to the Company on the Prospectus Date addressed to the Company in respect of, inter alia, (i) the due incorporation and subsistence of the Company and the Subsidiaries; (ii) properties owned and leased by the Group in the PRC; (iii) various contracts and operational matters of the Subsidiaries; and (iv) other affairs of the Group (including the Group's property interests) under PRC Laws, in form and substance satisfactory to the Sole Sponsor and CEBI, follow by three sets of signed original to be delivered by the PRC legal advisors to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors within five business days from the date of the PRC legal opinion(s).
2. Three sets of copy of the PRC legal opinion(s) dated the Prospectus Date issued by Commerce & Finance Law Offices, the PRC legal advisors to the Sole Sponsor addressed to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters), in respect of, inter alia, (i) the due incorporation and subsistence of the Company and the Subsidiaries; (ii) properties owned and leased by the Group in the PRC; (iii) various contracts and operational matters of the Subsidiaries; and (iv) other affairs of the Group (including the Group's property interests) under PRC Laws, in form and substance satisfactory to the Sole Sponsor. Such legal opinion(s) shall be delivered by Commerce & Finance Law Offices to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters), follow by three sets of signed original to be delivered by the PRC legal advisors to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors within five business days from the date of the PRC legal opinion(s).



## **Part B**

### **I. RESOLUTIONS AND OTHER AGREEMENTS**

1. Three sets of certified copy of the resolution(s) of the Directors or a committee of the Board of Directors approving, inter alia, the Offer Price, the Price Determination Agreement, the basis of allotment and the allotment of the H Shares to allottees, and the issue and allotment of the International Offer Shares.

### **II. ACCOUNTS AND FINANCIAL-RELATED DOCUMENTS**

1. Three sets of signed original of the bring down comfort letter dated the Listing Date from the Reporting Accountants to the Directors, the Sole Sponsor, CEBI and each of the Hong Kong Underwriters giving comfort on the financial statements and certain financial information contained in the Prospectus, in form and substance satisfactory to the Sole Sponsor and CEBI. Such letter shall be delivered by the Reporting Accountant to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors on or before the Listing Date.
2. Three sets of signed original of "Regulation S" comfort letter to be dated on date of the Final Offering Circular from the Reporting Accountants addressed to the Directors, the Sole Sponsor, CEBI and each of the International Underwriters, giving comfort on the financial statements and certain financial information contained in the Final Offering Circular, in form and substance satisfactory to the Sole Sponsor and CEBI, in a form satisfactory to the Sole Sponsor and CEBI. Such letter shall be delivered by the Reporting Accountant to the Sole Sponsor and CEBI (for itself and on behalf of the International Underwriters) or their Hong Kong legal advisors on or before the Listing Date.
3. Three sets of signed original of "Regulation S" bring down comfort letter dated the Listing Date from the Reporting Accountants to the Directors, the Sole Sponsor, CEBI and each of the International Underwriters) giving comfort on the financial statements and certain financial information contained in the Offering Circular, in form and substance satisfactory to the Sole Sponsor and CEBI. Such letter shall be delivered by the Reporting Accountant to the Sole Sponsor and CEBI (for itself and on behalf of the International Underwriters) or their Hong Kong legal advisors on or before the Listing Date.

### **III. CERTIFICATES**

1. Three sets of signed original certificate dated the Listing Date signed by the Chairman addressed to the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
2. Three sets of signed original certificate signed by the Warranting Parties dated the Listing Date and furnished to the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
3. Three sets of signed original certificate signed by the financial director dated the Listing Date and furnished to the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in the form set forth in a schedule to the International

Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

#### **IV. LEGAL OPINIONS**

##### ***PRC legal opinions***

1. The scanned copy of the PRC legal opinion(s) dated the Listing Date issued by Beijing Grandway Law Offices, the PRC legal advisors to the Company on the Listing Date addressed to the Company, in respect of, inter alia, (i) concerning matters (including PRC matters relating to the Company, the Controlling Shareholders and the Global Offering); and (ii) a bring-down opinion of the opinion in item VIII.1 of Part A to this schedule in form and substance satisfactory to the Sole Sponsor and CEBI, follow by three sets of signed original to be delivered by the PRC legal advisors to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors within five business days from the date of the PRC legal opinion(s).
2. Three sets of copy the PRC legal opinion(s) dated the Listing Date issued by Commerce & Finance Law Offices, the PRC legal advisors to the Sole Sponsor addressed to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters), in respect of, inter alia, (i) the due incorporation and subsistence of the Company and the Subsidiaries; (ii) properties owned and leased by the Group in the PRC; (iii) various contracts and operational matters of the Subsidiaries; and (iv) other affairs of the Group (including the Group's property interests) under PRC Laws, in form and substance satisfactory to the Sole Sponsor. Such legal opinion(s) shall be delivered directly to CEBI (for itself and on behalf of the Hong Kong Underwriters), follow by three sets of signed original to be delivered by the PRC legal advisors to the Sole Sponsor and CEBI (for itself and on behalf of the Hong Kong Underwriters) or their Hong Kong legal advisors within five business days from the date of the PRC legal opinion(s).

##### ***Hong Kong legal opinion***

3. Three sets of signed original of the Hong Kong legal opinion dated the Listing Date issued Sidley Austin, the Hong Kong legal advisors to the Company addressed to the Company, the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in form and substance satisfactory to the Sole Sponsor and CEBI.

#### **V. OTHERS**

1. Three sets of certified copy of the Price Determination Agreement duly signed by the parties thereto.

## **SCHEDULE 4 THE WARRANTIES**

### **1. CAPACITY AND AUTHORITY**

- 1.1 Each of the Warrantors has the requisite power and authority to enter into and perform its obligations under this Agreement and each of the Operative Documents to which it/he/her is or will be a party.
- 1.2 This Agreement and each of the Operative Documents to which the Warrantors or any of them is or will be a party and any other document required to be executed by the Warrantors or any of them pursuant to the provisions of this Agreement or any of the Operative Documents, have been or will be duly authorized, executed and delivered by the relevant Warrantor, and constitute or will, when executed and delivered, constitute legal, valid and binding obligations of the Warrantors enforceable in accordance with their respective terms.
- 1.3 The execution and delivery of, and the performance by each of the Warrantors of its obligations under this Agreement or any of the Operative Documents to which it is or will be a party do not and will not, and each such document does not and will not:
  - 1.3.1 result in a breach of any provision of the memorandum and articles of association/bylaws (or equivalent constitutive documents) of the relevant Warrantors which are corporations;
  - 1.3.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound;
  - 1.3.3 result in a breach of any Laws to which any of the Warrantors is subject or by which any of the Warrantors or any of their respective assets is bound;
  - 1.3.4 require any Approvals from any Governmental Authority or regulatory body or the sanction or consent of its shareholders which has not been obtained as of the date hereof; or
  - 1.3.5 result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company or the Warrantors,except, in each of the Clauses 1.3.2 to 1.3.5, which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 1.4 Each of the Group Company has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability under the Laws of the jurisdiction(s) of its incorporation, registration or organization.
- 1.5 Except as disclosed in the Hong Kong Public Offering Documents, each Group Company has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted as described in the Prospectus and is duly qualified to transact business in each jurisdiction in which the conduct of its business or its ownership, use or leasing of property requires such qualification and to enter into and perform its obligations under this Agreement and any other agreements contemplated under this Agreement.

- 1.6 None of the Group Companies is in violation of any of its respective constitutive documents, except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 1.7 To the best knowledge of each Group Company after due and careful inquiry, no action nor any step has been taken or legal, legislative or administrative proceedings have been started or threatened (i) to wind up, dissolve, make dormant, or eliminate the Company or (as the case may be) any of the Group Companies; or (ii) to withdraw, revoke or cancel any Approval to conduct business of any Group Company.
- 1.8 None of the Directors has revoked the respective authority and confirmations given by him/her in his/her responsibility letter, statement of interests and the power of attorney addressed to the Company and the Sole Sponsor and such authority and confirmations remain in full force and effect.
- 1.9 The Articles of Association comply with the requirements of the Listing Rules and other applicable Laws, including the Company Law in the PRC, and are in full force and effect.
- 1.10 The obligations of the Company under each of this Agreement, the Receiving Bank Agreement, the H Share Registrar Agreement and each of the material contracts as set out in “1. Summary of material contracts – B. Further Information About our Business – Appendix V Statutory and General Information” of the Prospectus, is not and will not be subject to any other arrangements other than as specified in the relevant agreement.
- 1.11 Except as disclosed in the Hong Kong Public Offering Documents, each of the Group Companies has obtained all necessary Approvals of and from, and has made all declarations and filings with all national, provincial, municipal, local foreign and other bodies, agencies and Governmental Authorities, all self-regulatory organisations, and all courts and other tribunals for it to own, lease, license and use its properties and assets and to conduct its business in all material respects (including, without limitation, as to its entering into, delivering and performing the contracts referred to in paragraph 1.1 above) in the manner described in the Hong Kong Public Offering Documents and such Approvals contain no burdensome restrictions not described in the Hong Kong Public Offering Documents. So far as the Warrantors are aware after due and careful inquiry, there is no reason for the Warrantors to believe that any body, agency or Governmental Authority is considering, nor has the Group taken any action for the purpose of modifying, suspending or revoking any such Approval, and each of the Group Companies is in compliance with the provisions of all such Approvals in all material respects. Each of the Group Companies is conducting its business in accordance with, and is not in violation of, any Laws to which the Group is subject or by which it or any of its property is bound in all material respects.

## **2. THE REORGANIZATION**

- 2.1 The disclosure of the Reorganization set forth in the paragraphs under “Reorganization” under “History, Reorganization and Corporate Structure” in the Hong Kong Public Offering Documents is true and accurate in all material respects. Each step of the Reorganization was effected in compliance with all applicable Laws of all appropriate jurisdictions and with the memoranda and articles of association/bylaws (or equivalent constitutive documents) of the relevant Group Company.
- 2.2 Neither the Reorganization nor its implementation nor any of the documents signed or executed in connection therewith:
  - 2.2.1 resulted or will result in a breach of any applicable Laws or of the terms or provisions of, or in the case of the Company, its Articles of Association (or its articles of association

in force at the material time) or, in the case of any Subsidiary, its constitutive documents and/or business licences, or in the case of any Controlling Shareholder that is a corporation, its constitutive documents; or

- 2.2.2 resulted or will result in a breach of, or constituted or will constitute a default under, any indenture, mortgage, charge, trust, lease, agreement, instrument or obligation to which the Company, any Subsidiary or any Controlling Shareholder was or is a party or by which the Company, any Subsidiary or any Controlling Shareholder or any of their respective assets was or is bound; or
  - 2.2.3 resulted or will result in a breach of any Laws or Approvals to which the Company, any Subsidiary or any Controlling Shareholder was or is subject or by which the Company, any Subsidiary or any Controlling Shareholder or any of their respective assets was or is bound; or
  - 2.2.4 resulted or will result in the creation or imposition of any Encumbrance or other restriction upon any assets of any Group Company; or
  - 2.2.5 has rendered or will render the Company or any Subsidiary liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts based upon which the accountant's report was prepared by the Reporting Accountants and set out in Appendix I to the Prospectus.
- 2.3 All Approvals required in connection with the Reorganization have been obtained and have been duly and validly issued or granted and are in full force and effect and no Approval is subject to any condition precedent which has not been fulfilled or performed.
- 2.4 Each of the parties to the restructuring documents in relation to the Reorganization has full power (corporate and other) to execute, deliver and perform such documents and has duly authorized, executed and delivered such documents. Each of such documents constitutes a legal, valid and binding agreement, enforceable against each of the parties thereto in accordance with its terms.
- 2.5 The Reorganization has been properly and legally implemented and completed. Except as disclosed in the Hong Kong Public Offering Documents, there are no other material documents or agreements that have been entered into by the Company, any Subsidiary or any Controlling Shareholder in connection with the Reorganization, and, to the best knowledge of the Company after due and careful inquiry, there are no legal or administrative or other proceedings pending anywhere challenging the effectiveness or validity of the Reorganization or any of the restructuring documents in relation to the Reorganization and, no such proceedings are threatened or contemplated by any Governmental Authority or by any other person.
- 2.6 All taxes, duties (including stamp duty), charges, imposts or levies (whether by way of actual assessment, loss of allowance, deduction or credit available for relief or otherwise) payable to effect, or otherwise in connection with, the Reorganization have been paid or will be paid on the relevant due dates.
- 2.7 The property and other assets involved in the Reorganization comprise all the assets necessary for the carrying on of the business of the Group in the manner it is presently conducted and as described in the Hong Kong Public Offering Documents and there are no liabilities assumed by the Group pursuant to the Reorganization which is material to the Group but not directly or indirectly related to the business of the Group, taken as a whole, as described in the Hong Kong Public Offering Documents.

### 3. THE GLOBAL OFFERING

- 3.1 The details of the registered share capital of the Company and the Subsidiaries set out in the Hong Kong Public Offering Documents are and will be true and accurate in all material respects as of their respective dates.
- 3.2 Immediately prior to the Global Offering, all of the registered share capital of the Company (i) is validly issued and fully paid; (ii) was not issued in violation of any pre-emptive right, right of first refusal or similar rights; and (iv) is beneficially owned by the respective holders as described in the Hong Kong Public Offering Documents, free and clear of any lien, charge, restriction upon voting or transfer or any other encumbrance or third party rights of any kind.
- 3.3 There are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or subscribe for, or obligations of the Company to issue or sell, or pre-emptive or other rights to subscribe or acquire, shares or securities in any Group Company.
- 3.4 The Offer Shares conform to the description thereof contained in the Hong Kong Public Offering Documents, and such description in the Hong Kong Public Offering Documents is true and correct in all respects as of the Prospectus Date.
- 3.5 All of the Offer Shares will, when allotted and issued:
  - 3.5.1 be duly and validly authorized, issued and fully paid up;
  - 3.5.2 have attached to them the rights and benefits specified in the Articles of Association and as described in the Hong Kong Public Offering Documents and in particular, will rank *pari passu* in all respects with the Unlisted Domestic Shares (save as otherwise described in the Articles of Association as of the date of this Agreement or pursuant to any applicable requirements under the applicable Laws);
  - 3.5.3 not be subject to any pre-emptive or other similar rights in relation to the transfer thereof;
  - 3.5.4 be free from any Encumbrances; and
  - 3.5.5 be evidenced by share certificates which will be in a form which complies with all applicable Laws and requirements of the Stock Exchange and which certificates will constitute good evidence of title in respect of the Offer Shares.
- 3.6 The Company has obtained an approval in principle for the listing of, and permission to deal in, the H Shares, as described in the Prospectus, on the Stock Exchange.
- 3.7 The performance by each of the Warrantors of its respective obligations under the Global Offering including the issue of the Offer Shares, the issue, publication, distribution or making available of the Hong Kong Public Offering Documents, and the listing of the H Shares on the Stock Exchange have been duly authorised and do not and will not:
  - 3.7.1 result in a violation or breach of any provision of the Articles of Association; or the constitutive documents of any of the Warrantors which are corporations; or
  - 3.7.2 result in a breach of, or constitute a default under, any indenture, mortgage, charge, trust, lease, agreement or other instrument to which any of the Warrantors is a party or by which any of the Warrantors or any of their respective assets is bound; or

- 3.7.3 result in a breach of any Laws applicable to any of the Warrantors or any of their respective assets; or
  - 3.7.4 subject to the obtaining of the listing approval of the Listing Committee of the Stock Exchange in accordance with Clause 2.1.1(ii) of this Agreement, require any Approval from any Governmental Authority or, in the case of the Company or each of the other Warrantors that is a corporation, the sanction or consent of its shareholders; or
  - 3.7.5 result in the creation or imposition of any Encumbrance upon any assets of any of the Warrantors.
- 3.8 No holder of any of the Offer Shares is or will be subject to any liability in respect of any liability of the Company by virtue only of his/her holding of any such Hong Kong Offer Shares, except to the extent disclosed in the Prospectus, there are no limitations under the Laws of Hong Kong or the PRC on the rights of holders of the Hong Kong Offer Shares to hold, vote or transfer their Shares.
- 3.9 Save as disclosed in the Prospectus, all dividends and other distributions declared and payable on the H Shares in Hong Kong dollars will not be subject to withholding or other taxes under the Laws and regulations of Hong Kong or the PRC and are otherwise free and clear of any other tax, withholding or deduction in the PRC and may be so paid without the necessity of obtaining any Approval from any Governmental Authority.
- 3.10 None of the Warrantors, and to the best knowledge of the Warrantors, their respective affiliates, subsidiaries, agents and (where applicable) any person acting on their behalf has taken or will take or caused or authorised or will cause or authorise any other person to take, directly or indirectly, any stabilizing action or any action designed to or which constitutes or which cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation or manipulation, in violation of applicable Laws, of the price of any security of the Company, provided that the transactions pursuant to the Prospectus and/or the granting of the Over-allotment Option shall not constitute a breach of this paragraph.
- 3.11 Except as disclosed in the Hong Kong Public Offering Documents, all taxes, duties, levies, fees or other charges or expenses which may be payable in Hong Kong in connection with the creation, allotment and issue of the Offer Shares, the sale, transfer or other disposal of any of the Offer Shares, the Global Offering or the execution and delivery of, or the performance of the provisions under, this Agreement, have either been paid in full or will be paid within the time limits as required by applicable Laws.
- 3.12 Except as disclosed in the Hong Kong Public Offering Documents and the International Offering Documents, there are no contracts, agreements or understandings between the Company or any person (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to International Underwriting Agreement) that would give rise to a valid claim against any Underwriters for a brokerage commission, finder's fee or other like payment in connection with the Global Offering.

#### **4. FINANCIAL INFORMATION**

- 4.1 The historical financial information, together with the related schedules and notes, included in the Hong Kong Public Offering Documents:
- 4.1.1 are derived from, amongst others, records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Hong Kong Public Offering Documents;

- 4.1.2 give a true and fair view of the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statements of profit or loss and other comprehensive income, changes in equity and cash flows of the Company and its consolidated subsidiaries for the periods specified;
  - 4.1.3 have been prepared in conformity with IFRS Accounting Standards (“**IFRS**”) issued by the International Accounting Standards Board applied on a consistent basis throughout the relevant periods;
  - 4.1.4 present fairly in accordance with IFRS the information required to be stated therein.
  - 4.1.5 are accurate in all material respects and make appropriate provision for all bad and doubtful debts, all deferred or contingent or disputed liabilities, whether liquidated or unliquidated at the date thereof;
  - 4.1.6 (a) make appropriate provision for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute (if applicable); and (b) record all material contingent liabilities of the Group which arose during the Track Record Period; and
  - 4.1.7 make depreciation of fixed assets at rates sufficient to spread the cost over their respective estimated useful lives to the Group.
- 4.2 The unaudited consolidated management accounts as of and for the five months ended May 31, 2024 (and, where applicable, the notes thereto) of the Company:
- 4.2.1 are derived from, amongst others, records of the Group, present fairly the information shown therein;
  - 4.2.2 give a true and fair view of the financial position of the Company and its consolidated Subsidiaries at the dates indicated and the statements of income, results, changes in equity and cash flows of the Company and its consolidated Subsidiaries for the periods specified.
- 4.3 To the best knowledge of the Company after due and careful inquiry, there has been no material adverse change in the Group’s financial or trading position, results of operation or prospects of the Group, and the Company is not aware of any material change in the general conditions in the PRC or other markets that had affected or would affect the Group’s business operations or financial conditions adversely since the Account Date up to the date of this Agreement.
- 4.4 No information was withheld from the Sole Sponsor for the purposes of their due diligence exercise on the Company’s financial information which would or might render any statement made being untrue, inaccurate or misleading in all material respects, and all information, representation and confirmation given to the Sole Sponsor by the Company for such purposes was given in good faith, and are true and accurate in all material respects and no material fact or matter has been omitted.
- 4.5 The pro forma financial information of the Group and the related notes thereto and the other pro forma and as adjusted information included in the Prospectus present fairly the information shown therein, have been prepared in accordance with the Listing Rules and IFRS Accounting Standards with respect to unaudited pro forma financial information and have been properly compiled on the bases described therein, and the assumptions used in the preparation thereof



are reasonable and the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein.

- 4.6 Except as disclosed in the Hong Kong Public Offering Documents, no other financial statements or pro forma financial information of the Group are required by the Listing Rules to be included in the Prospectus if the relevant rules and regulations were applicable to the Prospectus.
- 4.7 The section entitled “Financial Information” in the Hong Kong Public Offering Documents adequately and fairly describes:
- 4.7.1 significant accounting policies which the Company believes are the most important in the portrayal of the Group’s financial condition and results of operations and which require management’s most difficult, subjective or complex judgments (the “**critical accounting policies**”);
  - 4.7.2 judgements and uncertainties affecting the application of critical accounting policies;
  - 4.7.3 the likelihood that different amounts would be reported under different conditions or using different assumptions.
- 4.8 There were no off-balance sheet transactions, arrangements, and obligations that are reasonably likely to have an effect on the liquidity of the Group considered as one enterprise, or the availability thereof or the requirements of the Group for capital resources. No information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendix I to the Prospectus and their review of the Group’s pro forma financial information in Appendix II to the Prospectus, and all information given to the Reporting Accountants for such purposes was given in good faith and to the best of knowledge, information and belief of the Company after due and proper consideration, the factual contents of such reports are true and accurate in all material respects and no material fact or matter has been omitted.
- 4.9 No information was withheld from the Reporting Accountants for the purposes of their review of the Group’s working capital projections which would or might render any statement made being untrue, inaccurate or misleading. The cash flow and working capital projections which form the basis of the working capital letter dated on or before the Prospectus Date prepared by the Reporting Accountants have been properly and carefully compiled by the Group; the assumptions upon which the projections are based have been made after diligent enquiry and are fair and reasonable in the context of the Group and there are no facts known or which on reasonable enquiry should have been known to the Directors which have not been taken into account in the preparation of such projections and which would have a Material Adverse Effect thereon.
- 4.10 The Reporting Accountants who audited the financial statements, supporting schedules and notes included in the Hong Kong Public Offering Documents are independent auditors with respect to the Group as required by the Listing Rules, the Laws of Hong Kong and the applicable rules and regulations under such Laws in compliance with the guidelines regarding independence issued by the Hong Kong Institute of Certified Public Accountants.
- 4.11 All estimates by the Company contained in the Hong Kong Public Offering Documents are made after due and careful consideration, are based on reasonable assumptions referred to therein and reasonable and fair expectations honestly held based on facts known to the Group or members of the Group.

- 4.12 Consistent accounting principles and policies have been adopted by each of the Group Companies over the period covered in the Accounts and there has been no material change thereof since the Accounts Date.
- 4.13 No transaction of any material importance to which any Group Company is a party has taken place which if it had taken place would have been required to be disclosed or reflected in the Accounts.
- 4.14 No Group Company had any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with IFRS, should have been disclosed or provided for in the Accounts and which has not been so disclosed or provided for.
- 4.15 The profits of the Group for the three years ended on the Accounts Date, in all material respects, have not resulted from the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits for all or any of such periods abnormally high or low, and no such matter or item is to the best knowledge of the Directors likely to occur after the date hereof and at any time up to the Listing Date.
- 4.16 All dividends or distributions declared, made or paid by each Group Company have been declared, made or paid in accordance with its articles of association/bylaws (or equivalent documents) and applicable Laws.
- 4.17 The Group has no present intention to discontinue or write down investments in any other businesses other than those disclosed in the Accounts, nor is any such write down, in the reasonable opinion of the Directors, required.
- 4.18 Each Group Company has sufficient working capital with which to carry on its business, in its present form and at its present level of turnover, for the period of twelve months following the date of the Prospectus and for the purposes of performing all orders and obligations placed with or undertaken by it before the date of this Agreement having regard, if necessary, to existing bank balances and committed facilities.
- 4.19 The board memorandum dated on or before the Prospectus Date in respect of the profit forecast of the Group for the year ending December 31, 2024 and adequacy of the Group's working capital and cash flow for the 20 months ending December 31, 2025 has been properly compiled by the Company on the basis of the assumptions stated therein (which have been made after due and careful enquiry and are fair, reasonable and realistic in the context of the Group), prepared after due and careful enquiry and presented on a basis consistent, in all respects, with the basis of presentation and accounting principles and policies adopted by the Group in relation to the preparation of the accountant's report contained in Appendix I to Hong Kong Public Offering Documents after making proper provision for all known liabilities (whether actual or contingent or otherwise); and that there are no material facts known or which could on due and careful enquiry have been known to the Company or the Directors which have not been taken into account in the preparation of the report or the omission of which would make any statement made in such report or any expression of opinion or intention contained or assumption made in such report misleading or deceptive.
- 4.20 No material information was withheld from the Internal Control Consultant for the purposes of their review of the Group's financial reporting procedures.

## **5. CHANGES SINCE THE ACCOUNTS DATE**

- 5.1 Since the Accounts Date:

- 5.1.1 each Group Company has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any material contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature;
- 5.1.2 there has been no material adverse change, or any development involving a prospective material adverse change, in the general affairs, management, operation, financial condition or prospects of the said business or the earnings, business affairs or net asset value of the said business or of the Group taken as a whole as compared with the position or prospects disclosed by the audited consolidated net assets of the Group referred to in paragraph 4.1 above and there has been no damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets;
- 5.1.3 there has been no change in the relations with the customers and suppliers of any Group company which is material in the context of the financial or other condition, operations or prospects of the Group;
- 5.1.4 no trade discounts or other special terms (not being in the ordinary course of business, and accordingly excluding other seasonal or campaigns and initiatives) have been incorporated into any contract entered into by the Group;
- 5.1.5 no Group Company has acquired, sold, transferred or otherwise disposed of any material assets of whatsoever nature or cancelled or waived or released or discounted in whole or in part any material debts or claims, except in each case in the ordinary course of business;
- 5.1.6 there has been no material adverse change to the balance sheet of the Company since the Accounts Date that would require disclosure to ensure that Hong Kong Public Offering Documents is accurate and complete in all material respects and not misleading or deceptive;
- 5.1.7 no Group Company has purchased or reduced any of its share capital, nor declared, paid or made any dividend or distribution of any kind on any class of shares;
- 5.1.8 there has not been any material change in short-term or long-term debts and no Group Company has taken on or become subject to any material contingent liability;
- 5.1.9 no Group Company has sustained any material loss or interference with its business from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labour dispute or court or governmental or administrative action, order or decree;
- 5.1.10 except as disclosed in the Hong Kong Public Offering Documents, no dividend or other distribution has been, or is treated as having been, declared, made or paid by any Group Company;
- 5.1.11 there has not been:
  - (a) any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Group and tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;

- (b) any lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any Group Company which is material in the context of the business of the Group;
- (c) the making of any loan, advance, indemnity or guarantee by any Group Company to or for the benefit of any person which is material in the context of the business of the Group except the creation of accounts receivable in the ordinary course of business;
- (d) any repayment of loan capital by any member of the Group in whole or in part which is material in the context of the business of the Group save for those repaid pursuant to contractual arrangements then in place or in the ordinary course of business of the relevant member of the Group; or
- (e) an agreement to do any of the foregoing,

except, in each of (a) to (e), which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.

## **6. FINANCIAL REPORTING PROCEDURES**

6.1 The Directors have established procedures which provide a reasonable basis for them to make proper judgements as to the financial position and prospects of the Group, taken as a whole, and the Group maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorisations; (ii) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to regulatory bodies as and when required by them and financial statements in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; (iii) access to assets is permitted only in accordance with management's general or specific authorisation; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (v) each Group Company has made and kept books, records and accounts which, in reasonable detail accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of consolidated financial statements and notes thereto in accordance with the relevant generally accepted accounting principles and applicable accounting requirements; and (vi) all charges against the Group have been registered in accordance with all applicable Laws. The Group's current management information and accounting control system has been in operation for at least three years (or since incorporation, whichever is shorter) during which none of them has experienced any difficulties with regard to (i) through (vi) above.

6.2 The Company and each other member of the Group has devised and maintained, and currently maintains, established systems, procedures and controls (including accounting and management systems) that would ensure that: (i) the Company and its Directors will be able to and will comply with the Listing Rules and other relevant and regulatory requirements; and (ii) the Directors have been and will be able to and will make a proper assessment of the financial position and prospects of the Company and other members of the Group, both before and after completion of the Global Offering.

## **7. ACCOUNTING AND OTHER RECORDS**

The statutory books, books of account and other material records of each Group Company are in its possession, up-to-date and contain complete and accurate records required by the respective Laws to which it is subject to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received. All accounts, documents and

returns required by Law to be delivered or made to any Governmental Authority in the PRC, Hong Kong or any other jurisdiction have been duly and correctly delivered or made.

## **8. CAPITAL AND CONTRACTUAL COMMITMENTS**

- 8.1 Since the Accounts Date, no Group Company has any material capital commitment (other than such capital commitment made in the ordinary course of business of the Group) or any material guarantee or other material contingent liabilities.
- 8.2 Except as disclosed in the Hong Kong Public Offering Documents, no Group Company is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements other than wholly on an arm's length basis in the ordinary and usual course of business, except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect. For these purposes, a long-term contract, commitment or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by the relevant Group Company on six months' notice or less.
- 8.3 Except as disclosed in the Hong Kong Public Offering Documents, no Group Company is a party to any agency, distributorship, marketing, purchasing, manufacturing or licensing agreement or arrangement or any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit, except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 8.4 All contracts and all leases, tenancies, licences, concessions and agreements of material nature to which any Group Company is a party are valid, binding and enforceable obligations of such Group Company and the terms thereof have been complied with by the relevant Group Company thereto and there are no grounds for rescission, avoidance or repudiation of any of the contracts or such leases, tenancies, licences, concessions or agreements or other transaction to which any Group Company is a party and no notice of termination or of intention to terminate, repudiate or disclaim has been received in respect of any thereof.
- 8.5 All subsisting material contracts entered into within two years of the date of the Prospectus (other than contracts entered into in the ordinary course of business) by any Group Company have been disclosed in the Hong Kong Public Offering Documents and no material contracts (other than those so disclosed and those entered into in the ordinary course of business) will, without the written consent of the Hong Kong Underwriters, be entered into nor will the terms of any subsisting material contracts be varied (other than as aforesaid) prior to or on the Listing Date.
- 8.6 All material contracts entered into by the Company and its Subsidiaries have been duly authorized, executed and delivered by parties with requisite power and capacity to enter into, to deliver and to perform their respective obligations under the contracts and such contracts are legal valid, binding and enforceable under the applicable Laws.
- 8.7 All descriptions of contracts or other material documents in the Hong Kong Public Offering Documents, to the extent such descriptions purport to describe or summarize such contracts or documents, are true and accurate in all material respects, fairly summarize the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions. There are no contracts or documents that would be required to be described in the Hong Kong Public Offering Documents under any applicable Laws and the rules and regulations of the Stock Exchange applicable to a public offering in Hong Kong if such Laws were applicable with respect to the Prospectus, or that would be required to be described under any applicable Laws that have not been so described.

## **9. LITIGATION AND OTHER PROCEEDINGS**

- 9.1 To the best knowledge of the Company after due and careful inquiry, no litigation, arbitration or governmental proceedings or investigations directly or indirectly involving or affecting any Group Company or any of the directors of any Group Company which has or likely to cause a Material Adverse Effect is in progress or, is threatened or pending and to the best knowledge, information, belief and/or awareness of the Warrantors after due and careful enquiry, there are no circumstances likely to give rise to any such litigation, arbitration or governmental proceedings or investigations.
- 9.2 No Group Company which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and to the best knowledge of the Company after due and careful inquiry, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

## **10. INDEBTEDNESS/DEFAULT**

- 10.1 Except as disclosed in the Hong Kong Public Offering Documents, no Group Company has any outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including bank overdrafts and loans, debt securities or similar indebtedness, hire purchase commitments or any guarantees, mortgages and charges except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.2 Except as disclosed in the Hong Kong Public Offering Documents, no event has occurred and is subsisting or is about to occur which constitutes or would (whether with the expiry of any applicable grace period or the fulfilment of any condition or the giving of any notice or the compliance with any other formality or otherwise) constitute a breach or default under, or result in the acceleration by reason of breach or default of, any obligations under any Law, agreement, undertaking, instrument or arrangement to which any Group Company is a party or by which any of them or their respective revenues or assets are bound or constitute a breach or violation of the business licence, articles of association/bylaws (or equivalent constituent documents) of any Group Company which would have a Material Adverse Effect.
- 10.3 The amounts borrowed by each Group Company do not exceed any limitation on its borrowing contained in its articles of association/bylaws (or equivalent constituent documents), any debenture or other deed or document binding upon it and except in the ordinary course of business, no Group Company has factored any of its debts, or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts.
- 10.4 As at the date of this Agreement, the Group does not have any outstanding borrowing facilities.
- 10.5 Sufficient and accurate details of all material financing arrangements have been disclosed in the Hong Kong Public Offering Documents.
- 10.6 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any Group Company is a party:
- 10.6.1 there has been no contravention of or non-compliance with any provision of any document reflecting the financial arrangements;
- 10.6.2 no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;

- 10.6.3 since the Account Date, there has not been any alteration in the terms and conditions of any of the said arrangements or facilities, all of which are in full force and effect;
  - 10.6.4 nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be affected or prejudiced;
  - 10.6.5 none of the arrangements is dependent on the guarantee of or on any security provided by a third party; and
  - 10.6.6 none of the facilities may be terminated, or mature prior to its stated maturity as a result of the allotment and issue of the Offer Shares,
  - 10.6.7 except, in each of the Clauses 10.9.1 to 10.9.6, which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 10.7 No event has occurred and no circumstances exist in relation to any Governmental Authority's investment grants, loan subsidies or financial assistance received by or pledged to any Group Company in consequence of which any of the Group Company is or may be held liable to forfeit or repay in whole or in part any such grant or loan, the forfeiture or repayment.
- 10.8 No Group Company is currently prohibited, directly or indirectly, under any contract to which it is a party or by which it is bound, from paying any dividends to the Company or a Subsidiary (as the case may be), from making any other distribution on such Group Company's capital stock (as the case may be), from repaying to the Company or a Subsidiary any loans or advances to such Group Company from the Company or a Subsidiary or from transferring any of such Group Company's properties or assets to the Company or a Subsidiary.

## **11. ARRANGEMENTS WITH RELATED PARTIES**

- 11.1 Except as disclosed in the Hong Kong Public Offering Documents, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between any Group Company and any director of any Group Company or any of his associates.
- 11.2 Except as disclosed in the Hong Kong Public Offering Documents or for such transactions as may be entered into by the Company for the furtherance of the Global Offering, no material indebtedness (actual or contingent) is outstanding between any Group Company and the Warrantors (excluding the Company) or any of their respective affiliates and subsidiaries.
- 11.3 None of the Warrantors (excluding the Company) and any of their respective associates, either alone or in conjunction with or on behalf of any other person, is engaged in any business of any Group Company or any business similar to or in competition with the business of any Group Company to the extent that there could be a conflict of interests between the Warrantors (excluding the Company) or any of their respective associates and the general body of shareholders of the Company, nor are any of the Warrantors (excluding the Company) or their respective associates interested, directly or indirectly, in any assets which have since the completion of the Reorganization been acquired or disposed of by or leased to any Group Company.
- 11.4 Except as disclosed in the Hong Kong Public Offering Documents, there are no relationships or transactions not in the ordinary course of business between any Group Company and their respective customers or suppliers, such transactions with customers or suppliers would not constitute connected transactions (as defined under the Listing Rules) (the "**Connected Transactions**") or the related party transactions of the Group (the "**Related Party Transactions**").

- 11.5 In respect of the Connected Transactions and the Related Party Transactions: (i) the statements contained in the Hong Kong Public Offering Documents relating to the Connected Transactions and Related Party Transactions are complete to the extent required by relevant Listing Rules, true and accurate in all material respects and not misleading or deceptive and there are no other material facts the omission of which would make any such statements misleading or deceptive, and there are no other Connected Transactions or Related Party Transactions, which are proposed to be entered into and/or continued following the listing of the Company, which have not been disclosed in the Hong Kong Public Offering Documents; (ii) all information (including but not limited to historical figures) and documentation provided by any Group Company to the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Underwriters and the Capital Market Intermediaries are true and accurate and complete in all material respect and there is no other material information or document which have not been provided the result of which would make the information and documents so received misleading or deceptive; (iii) the Connected Transactions and Related Party Transactions were conducted on arm's length basis and the effect of the Connected Transactions and Related Party Transactions would not distort the track record nor make the historical results of the Group not reflective of its performance; (iv) the Connected Transactions, and the Related Party Transactions and related agreements and undertakings as disclosed in the Hong Kong Public Offering Documents constitutes a legal, valid and binding agreement or undertaking of the relevant parties thereto, and the Company has complied with and undertakes to continue to comply with such terms as disclosed in the Hong Kong Public Offering Documents; and (v) the Related Party Transactions have been consummated and was and will be effected in compliance with all applicable Laws.
- 11.6 None of the Directors (or any of their respective associates) is interested in any agreement or arrangement with any Group Company which is subsisting at the dates of the Prospectus and which is significant in relation to the business of the Company or any Group Company.

## **12. GROUP STRUCTURE**

- 12.1 The information of the Subsidiaries and joint ventures and associates (if applicable) of the Group (collectively, "**Joint Venture(s) and Associate(s)**") listed in Appendix I to the Hong Kong Public Offering Documents are true and accurate in all material respects. There is no other company or undertaking in which any Group Company, directly or indirectly, owns or controls or proposes to own or control a majority interest (whether by way of shareholding or otherwise), and no Group Company has entered into any agreement for the establishment of any company or undertaking in which any Group Company will, or agrees to own or control, a majority interest.
- 12.2 All statements in the Hong Kong Public Offering Documents regarding the share capital of each Group Company and Joint Ventures and Associates are complete to the extent required by relevant Listing Rules, true and accurate in all material respects and, there are no rights (whether conditional or unconditional and whether in the nature of options or otherwise) in existence to require the issue of any shares or other securities of any Group Company and Joint Ventures and Associates now or at any time hereafter and no alteration expected to be made in the rights attached to any of the shares in the capital of any Group Company and Joint Ventures and Associates is not so stated and disclosed in the Hong Kong Public Offering Documents.
- 12.3 Each of the registered capital of the Group Companies and Joint Ventures and Associates has either been paid in full or will be paid within the time limits as required by applicable Laws. The deferred payment of the registered capital by the relevant Group Companies and Joint Ventures and Associates does not have a Material Adverse Effect on such Group Companies and Joint Ventures and Associates individually or taken as a whole. Each of the paid-up registered capital has been duly verified in the relevant capital verification reports. The increase of registered capital by the relevant Group Companies and Joint Ventures and Associates from time to time has been duly approved and registered with the relevant PRC government authorities. Each of



the Group Companies and Joint Ventures and Associates is a legal person with limited liability and the liability of the relevant Group Company in respect of its equity interest held in each PRC Subsidiary and Joint Venture and Associate is limited to its investments therein or otherwise as specified in the Hong Kong Public Offering Documents.

- 12.4 Save as disclosed in the Prospectus, all of the issued and outstanding shares or registered capital of each of the Subsidiaries (i) have been duly authorized and validly issued; (ii) are fully paid; and (iii) with respect of the shares or registered capital held by the Company, are owned by the Company, directly or through Subsidiaries, and free and clear of any Encumbrance; and none of the outstanding ordinary shares or registered capital of any such Subsidiary was issued in violation of the pre-emptive or similar rights of any shareholder of such Subsidiary.
- 12.5 No Group Company has any branch, agency, place of business or permanent establishment outside the PRC and Hong Kong.
- 12.6 Save as otherwise disclosed in the Hong Kong Public Offering Documents, no Group Company acts or carries on business in the structure of a partnership or is a member of any corporate or unincorporated body, or holds or is liable on any share which is not fully paid up beyond the prescribed time limit.
- 12.7 Each joint venture contract (if any) and shareholders' agreement (if any) in respect of which a Group Company is a party is legal, valid, binding and enforceable in material respects in accordance with its terms under its governing law and all relevant Approvals in respect thereof have been obtained.
- 12.8 None of the Group Company is engaged in any business activity or has any asset or liability (whether actual, contingent or otherwise) which is not directly or indirectly related to the business of the Group as described in the Hong Kong Public Offering Documents in all material respects.

### **13. ACCURACY AND ADEQUACY OF INFORMATION SUPPLIED**

- 13.1 The recitals and schedules to this Agreement are true and accurate in all respects.
- 13.2 All statistical or operational information disclosed in the Hong Kong Public Offering Documents as having come from the Group has been derived from the records of the Group using systems and procedures which incorporate adequate standards of safeguards to ensure that the information is accurate and complete in all material respects and presents fairly the information shown therein. Statistical and market-related data included in the Hong Kong Public Offering Documents as having come from a source other than the Group are based on or derived from sources which the Warrantors believe reasonably and in good faith to be reliable and accurate in all material respects, and such data accurately reflects the information or the sources from which they are derived.
- 13.3 All information, including translations, supplied or disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, any Group Company and/or any director, officer, employee, affiliate or agent of any Group Company and/or any of the Warrantors to the Stock Exchange, the SFC, any applicable Governmental Authority, the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters, the Capital Market Intermediaries, the Reporting Accountants, the Internal Control Consultant, the property valuer and/or legal and other professional advisors to the Joint Overall Coordinators, Hong Kong Underwriters or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (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 Formal Notice or provided for or in the course of due diligence or the discharge by the Sole Sponsor of its obligations as a sponsor to the listing of the Company, information and documents provided for the discharge by the Joint Overall Coordinators and the Capital Market Intermediaries of their respective obligations as Joint Overall Coordinators and/or Capital Market Intermediaries under the Code of Conduct and the Listing Rules, and all such information in all written replies to queries from the Stock Exchange, the SFC or any applicable Governmental Authority and any other submission to the Stock Exchange, the SFC or any applicable Governmental Authority in connection with the application for listing of the H Shares given by the Sole Sponsor and parties involved in the Global Offering (save as subsequently amended or corrected prior to the date hereof) was at the time when it was given, and remains as of the date hereof, true and accurate with no omission in all material respects and not misleading or deceptive and was given in good faith and all forward-looking statements so supplied or disclosed have been made after due and proper consideration and represent fair and reasonable expectations honestly held, based on facts known to such Group Company and/or such Warrantor and, where appropriate, are based on the assumptions referred to in the Hong Kong Public Offering Documents, *provided*, however, that the representations and warranties set forth in this paragraph do not apply to statements or omissions in the Hong Kong Public Offering Document made based upon information furnished in writing to the Company by or on behalf of the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries specifically and solely related to them and expressly for inclusion therein.

- 13.4 All material information requested from the Company by the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the property valuer, the legal advisors to the Company, the legal advisors to the Underwriters for the purposes of their advice, reports, letters, and certificates to the Company and/or the Sole Sponsor, the Joint Overall Coordinators, the Joint Global Coordinators or the Underwriters has been fully supplied in good faith and has not been supplied in any manner that was misleading to such recipients. No material information was withheld from the aforesaid parties and the Company does not disagree (and none of the Directors disagrees) with any aspect of the advice, reports, letters or certificates prepared by the aforesaid parties and the opinions attributed to the Directors in such advice, reports or letters are honestly held by the Directors and are fairly based upon facts within their knowledge after due and careful consideration.
- 13.5 Information given, and opinions expressed relating to the Company and the Directors in the Hong Kong Public Offering Documents and the replies to the Verification Notes relating to the Company and the Directors have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and have been given in good faith after due and careful enquiry. The replies to the questions set out in the Verification Notes given by or on behalf of the Company or the Directors were so given by persons having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, true, accurate and complete in all material respects and not misleading or deceptive and contain all material information and particulars with regard to the subject matter thereof with no material omissions in light of the circumstances under which they were given. As of the date of this Agreement, the Listing Date and the other times when the Warranties are repeated pursuant to this Agreement but in each case without taking into account any amendments or supplements subsequent to such date or other times, all statements of fact or other disclosures contained in the Hong Kong Public Offering Documents are and will be complete to the extent required by relevant Listing Rules, true and accurate in all material respects and not misleading or deceptive.
- 13.6 None of the Hong Kong Public Offering Documents contain any untrue statement or omit to state any material fact necessary to make the statements therein, in light of the circumstances

under which they were made, not misleading or deceptive. All expressions of opinion or intention therein (including but not limited to the statements regarding the sufficiency of working capital, use of proceeds, indebtedness, prospects, dividends, material contracts and litigation) are made on reasonable grounds or, where appropriate, reasonable assumptions and are truly and honestly held and there are no other material facts the omission of which would make any such statement or expression untrue, inaccurate, misleading or deceptive in any material respect.

- 13.7 All forward-looking statements (including all forecasts and estimates) contained in the Hong Kong Public Offering Documents are made after due and proper consideration, are based on relevant assumptions referred to therein and represent reasonable and fair expectations honestly held based on facts known to the Group and/or the Warrantors or any of them and there are no other assumptions on which such forward-looking statements are based other than the assumptions referred to in the Hong Kong Public Offering Documents or which such forecasts or estimates ought reasonably to have been based which have not been made. Such forward-looking statements do not omit or neglect to include or take into account of any facts or matters in all material respects.
- 13.8 Without limiting the generality of the foregoing, the Hong Kong Public Offering Documents contain all particulars and information reasonably necessary to enable an investor to make an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Group and its profits and losses and of the rights attaching to the Shares and there are no other material facts the omission of which would make any statement in the Hong Kong Public Offering Documents misleading, deceptive, inaccurate in any material respect or which is in the context of the Global Offering.
- 13.9 All expressions of opinion, intention or expectation contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular at the date of their respective dates, the Applicable Date and all other times when the representations and warranties in this Agreement are repeated pursuant to this Agreement are made on reasonable grounds and are and will be truly and honestly held by the Directors and are and will be fairly based and there are and will be no other material facts known or which could, upon reasonable inquiry, have been known to the Directors the omission of which would make any such statement or expression untrue, inaccurate, misleading or deceptive in any material respect or which will or should reasonably be considered material in the context of the Global Offering.
- 13.10 The business histories, interests, qualifications and experience and all the direct and indirect interests of each of the Directors and their respective associates in any of the companies which were parties to transactions required to be disclosed under the generally accepted accounting principles of Hong Kong or the applicable Laws entered into or completed within the last two years immediately preceding the date of the Prospectus relating to the business of the Group, or loans to or by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, the Group have been and are fully and accurately disclosed in the Hong Kong Public Offering Documents in all material aspects.
- 13.11 The Hong Kong Public Offering Documents and the Preliminary Offering Circular comply in all material respects with all applicable Laws (including the Companies Ordinance, the Companies Law and the Listing Rules) and contain all information and particulars which is or might be material for disclosure to potential subscriber, purchaser or underwriter (or sub-underwriter) of the Offer Shares, or its advisors, or for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Group and of the rights attaching to the Shares. In particular (but without prejudice to the foregoing), the sections in the Prospectus headed "Risk factors", "History, Reorganization and Corporate Structure" and "Business" are complete to the extent required by relevant Listing Rules, true and accurate in all material respects and not misleading or deceptive, and set out all material facts, matters and circumstances which could create, constitute or result in, or relate to, a risk

(or risks) for the businesses, profits or assets of the Group, or be a factor which it is appropriate to bring to the attention of potential investors to make them aware of and assist them in assessing the potential risks relating to the Group and an investment in the Shares, and that these sections comply in all respects with the minimum principles set out in of the Listing Rules.

- 13.12 All statements, representations and information (whether or not it relates to the Group or any third party, and including all confirmation and representations from a third party) provided by or through or on behalf of the Company, any director and senior management member of the Group in response to queries and comments raised by, or in connection with any application or submission to or correspondence with the Stock Exchange, the CSRC, the SFC and any applicable Governmental Authority were and are complete as to the extent required by relevant Listing Rules, true and accurate in all material respects and were and are not misleading or deceptive and there are no material facts which have not been disclosed to the Stock Exchange, the CSRC, the SFC and any applicable Governmental Authority in connection with any such application, submission or correspondence which, by their omission, may make any such statements untrue, inaccurate, incomplete, deceptive or misleading in any material respect or are material for disclosure to the Stock Exchange, the CSRC, the SFC and any applicable Governmental Authority.
- 13.13 The Company has obtained consents from third party companies or entities whose names and logos together with their relationship with the Company have been disclosed in the Hong Kong Public Offering Documents.

#### **14. PROPERTIES, TITLE AND INTERESTS**

- 14.1 Except as disclosed in the Hong Kong Public Offering Documents, none of the members of the Group owns, operates, manages, leases or has any other right of interest in any other property of any kind which is material to the Group.
- 14.2 Except as disclosed in the Hong Kong Public Offering Documents, where any property and other assets are held under lease, tenancy or licence by any Group Company:
- 14.2.1 each lease, tenancy or licence is legal, valid, subsisting and enforceable by the relevant Group Company;
- 14.2.2 no default (or event which with notice or lapse of time, or both, would constitute a default) by any Group Company has occurred and is continuing under any of such leases, tenancies or licences;
- 14.2.3 no Group Company has noticed of any claim of any nature that has been asserted by anyone adverse to the rights of the relevant Group Company under such leases, tenancies or licences or affecting the rights of the relevant Group Company to the continued possession of such leased or licensed property or other assets;
- 14.2.4 there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by such Group Company; and
- 14.2.5 if any of the Warrantors or any of their subsidiaries, as the case may be, is a lessor under any such lease, such Warrantor or such subsidiary, as the case may be, has valid title to, or unfettered ability to grant, and has granted, valid leasehold interests in (and upon the terms and conditions stated therein) the property or asset that is the subject of such lease.

- 14.3 The ownership of and the right to use or possess the land and buildings as described in the Hong Kong Public Offering Documents by the relevant Group Company is not subject to any unusual or onerous terms or conditions.
- 14.4 Each Group Company has used its best efforts (whether by way of giving notice, registration, filing or otherwise) for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- 14.5 All records or other documents recording or evidencing any material contract, licence, consent or other right of each Group Company or required for the exercise of any such right are in the possession or under the exclusive control of that Group Company.
- 14.6 Each Group Company has not created, or granted, or agreed to create or grant, any security interest or other Encumbrance in respect of any of the assets included in the Accounts, or acquired or agreed to be acquired since the Accounts Date, otherwise than in the ordinary course of business or which would not have a Material Adverse Effect.
- 14.7 The statements contained in Hong Kong Public Offering Documents in the section headed "Business – Properties" are complete to the extent required by the relevant Listing Rules, true and accurate in all material respects and not misleading. To the best knowledge of the Company after due and careful inquiry, the plant, machinery, vehicles and other equipment used in connection with the business of the Group:
- 14.7.1 are subject to normal wear and tear in a good and safe state of repair and satisfactory working order and have been properly serviced and maintained; and
- 14.7.2 are not to any extent dangerous, inefficient, out-of-date, unsuitable, in need of renewal or replacement, or surplus to requirements.
- 14.8 To the best knowledge of the Company after due and careful inquiry, maintenance contracts are in full force and effect in respect of all major assets of the Group in connection with its business which is normal and reasonably to have maintained by independent or specialist contractors, and in respect of all assets which the Group is obliged to maintain or repair under any leasing or similar agreement; and all those assets have been regularly maintained to a good technical standard, and in accordance with safety regulations usually observed in relation to assets of that description, and in accordance with the terms and conditions of any applicable leasing or similar agreement.
- 14.9 Except as disclosed in the Hong Kong Public Offering Documents, to the best knowledge of the Company after due and careful inquiry, there are no outstanding or pending actions, disputes, notices, liabilities, demands or complaints which has a Material Adverse Effect or are likely to have a Material Adverse Effect on the use of any property, assets or undertakings of any Group Company for the purposes for which it is now used by any Group Company.
- 14.10 No Group Company has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests.

## **15. INSURANCE**

- 15.1 The description of the Company's insurance coverage contained in the Hong Kong Public Offering Documents is true, accurate in all material respects and not misleading or deceptive. The policies of insurance insuring the work safety of employees of all Group Companies and the vehicles of the Group are in full force and effect in all material respects. Nothing has been

done or has been omitted to be done whereby any such policies have or may become void or are likely to be voided.

- 15.2 No claim under any insurance policies taken out by any Group Company is outstanding and to the best knowledge of the Company after due and careful inquiry, there are no circumstances likely to give rise to such a claim, or, in case where there is any outstanding claim under any insurance policies taken out by any Group Company, none of such claims is material in the context of the Group as a whole and, so far as the Warrantors are aware, no circumstances exist which are likely to give rise to such a claim.
- 15.3 So far as the Warrantors are aware after due and careful inquiry, there is no reason for the Warrantors to believe that any Group Company will not be able to renew its existing insurance coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

## **16. COMPLIANCE WITH LEGAL AND REGULATORY REQUIREMENTS**

- 16.1 Except for the registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, no filing with, or Approval of, any Government Agency, is necessary or required for the performance by the Company of any of its obligations hereunder in connection with the Global Offering, issuance of the Shares hereunder or the consummation of the transactions contemplated by this Agreement, the Prospectus, except such as have already been obtained and are in full force and effect.
- 16.2 Except as disclosed in the Hong Kong Public Offering Documents, each Group Company has carried on and is carrying on its business and operations in accordance with applicable Laws and all statutory, municipal and other Approvals, properly issued by the appropriate and authorized Governmental Authority, necessary for the establishment and carrying on of the businesses and operations of, and owning of assets by, each of the Group Company as now carried on, as previously carried on and as proposed to be carried on have been obtained and are (or were at the relevant time) valid and subsisting and all conditions applicable to any such Approval have been and are complied with and to the best knowledge of the Company after due and careful inquiry, there are no material facts or circumstances which exist or have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of or in any existing Approvals or any requirements for additional Approvals which could prevent, restrict or hinder the operations of any Group Company or involve any Group Company in additional expenditure.
- 16.3 There are no material circumstances which will or may result in the Approvals which will be required in the PRC by the Group to carry on the businesses and/or activities contemplated and as described in the sections headed "Business" in the Prospectus not being granted, and no material difficulties in obtaining such Approvals so required according to the application as set forth in and contemplated in the "Future plans and use of proceeds" in the Prospectus.
- 16.4 None of the members of the Group and the businesses now run by any of them, and, to the best knowledge of the Company after due and careful inquiry, any of their respective officers, directors, supervisors or senior management, have, directly or indirectly, (i) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any Governmental Authority or instrumentality in the PRC, Hong Kong or any other jurisdiction; or (ii) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under applicable Law, of any locality.

16.5 None of the members of the Group is a party to any agreement, arrangement or concerted practice or is carrying on a practice which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, bank's acceptance bill, competition, fair trading, consumer protection and deposit or similar Laws in any jurisdiction where any of the members of the Group has assets or carries on business or in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).

## **17. EMPLOYMENT AND PENSIONS**

17.1 There are no material amounts owing or promised to any present or former directors, key employees or consultants of any Group Company other than remuneration accrued due or for reimbursement of business expenses.

17.2 No directors, senior management or, to the best knowledge of the Company after due and careful inquiry, key employees of any Group Company have given or been given notice terminating their contracts of employment.

17.3 There are no proposals to terminate the employment or consultancy of any directors, senior management, key employees of any Group Company or to materially vary or amend their terms of employment or consultancy (whether to their detriment or benefit).

17.4 Except as disclosed in the Prospectus, no Group Company has any material outstanding or undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, employees or consultants by it.

17.5 No material liability has been incurred by any Group Company for:

17.5.1 breach of any contract of service, contract for services or consultancy agreement;

17.5.2 redundancy payments;

17.5.3 compensation for wrongful, constructive, unreasonable or unfair dismissal;

17.5.4 failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant; or

17.5.5 the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any Group Company.

17.6 To the best knowledge of the Company after due and careful inquiry, no material dispute with the directors, key employees (or any trade union or other body representing all or any of such employees), consultants or agents of any Group Company exists or to the best knowledge of the Company after due and careful inquiry is imminent or threatened. None of the members of the Group is aware of any existing or imminent labour disturbance by the directors, key employees or consultants or any of its suppliers, customers or contractors which might be expected to have a Material Adverse Effect in the condition, financial or otherwise, or in the results of operations, business affairs or business prospects or net worth of the Group.

17.7 All contracts of service in relation to the employment of the Group's key employees are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the relevant Group Company and the subsisting contracts of service to which any Group Company is a party are legal, valid and enforceable and are determinable at

any time on reasonable notice without compensation (except for statutory compensation) and to the best knowledge of the Company after due and careful inquiry, there are no material claims pending or threatened or capable of arising against the relevant Group Company, by any employee or third party, in respect of any accident or injury not fully covered by insurance.

- 17.8 To the best knowledge of the Company after due and careful inquiry, the Group has, in relation to its directors, key employees or consultants (and so far as relevant to each of its former directors, key employees or consultants), complied with all applicable statutes, regulations and articles of association/bylaws (or equivalent constitutive documents) and the terms and conditions of such directors', key employees' or consultants' (or former directors', key employees' or consultants') contracts of employment or consultancy.
- 17.9 Except as disclosed in the Hong Kong Public Offering Documents, no Group Company has established or incurred an obligation to establish or has given any undertaking in respect of any pension, retirement, provident fund or death or disability benefit scheme or arrangement, relating to any present or past employee or any present or past director or any other person under which any obligation or liabilities have arisen or might reasonably be expected to arise which are material. All the benefits which any Group Company is required by the Laws to provide have been and are provided in accordance with the Laws.
- 17.10 Except as disclosed in the Prospectus, each of the pension schemes, the contributions to social insurance fund (including pension fund, medical insurance, unemployment insurance, work-related injury insurance, and maternity insurance)(the "**Social Insurance Funds**") and housing provident fund (the "**Housing Provident Fund**") for the benefit of the Group's employees complies with and has been operated in accordance with all applicable Laws of the relevant scheme in all material respects. To the best knowledge of the Company after due and careful inquiry, there is no ground upon which any applicable registrations or exemptions in respect of any of the Social Insurance Funds or the Housing Provident Fund, if any, could be withdrawn or cancelled.
- 17.11 Except as disclosed in the Prospectus and save for contributions due to be paid at the next payment date, no contributions (or contribution surcharge) in respect of any employee or director of the Group or any other payment due to, or in respect of, the Social Insurance Funds or the Housing Provident Fund is unpaid, except which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 17.12 All defined benefit retirement schemes are adequately funded and no additional contributions by any Group Company are currently due to be made to make up for any shortfall, except which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 17.13 To the best knowledge of the Company after due and careful inquiry, there is no material dispute relating to the Social Insurance Funds, whether involving any Group Company, the trustees or administrators of the Social Insurance Funds, any employee or director of a Group Company, or any other person and no circumstances exist which may give rise to any such claims, except which would not, individually or in the aggregate, result in a Material Adverse Effect.

## **18. INTELLECTUAL PROPERTY**

- 18.1 For the purpose of this paragraph 18, "**Intellectual Property**" means all patents, patent rights, inventions, trademarks, service marks, logos, get-up, registered or unregistered design rights, trade or business names, domain names, trade secrets, confidential information, Know-how, copyrights, semi-conductor topography rights, database rights and any proprietary or confidential information systems processes or procedures and of their intellectual property (whether, in each case, registered, unregistered or unregistrable, and including pending



applications for registration and rights to apply for registration) and all rights of a similar nature or having similar effect which may subsist in any part of the world.

- 18.2 For the purpose of this paragraph 18, “**Know-how**” means confidential and proprietary industrial and commercial information and techniques in any form (including paper, electronically stored data, magnetic media, film and microfilm) including without limitation drawings, formulae, test results, reports, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers.
- 18.3 All Intellectual Property described in the Hong Kong Public Offering Documents as being owned or licensed or used by the Group, and all pending applications therefor which have been, are or are capable of being used in or in relation to or which are necessary for the business of each Group Company are (or, where appropriate in the case of pending applications, will be):
- 18.3.1 legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are or will be in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated;
  - 18.3.2 valid and enforceable;
  - 18.3.3 not subject to any Encumbrance or any licence or authority in favour of another;
  - 18.3.4 where registration of those Intellectual Property rights in the name of a Group Company is practicable, such registration has been effected, the relevant Group Company is the registered proprietor thereof and no Group Company has done or omitted to do anything which may impair that registration or render it open to challenge; and
  - 18.3.5 in the case of rights in such Intellectual Property as are registered or the subject of applications for registration, listed and briefly described in Appendix VI to the Prospectus all renewal fees which are due and steps which are required for their maintenance and protection have been paid and taken, no claims have been made or threatened and no applications are pending, which if pursued or granted might be material to the truth and accuracy of any of the above statements in this paragraph 18.3.
- 18.4 No Group Company has received any notice or is otherwise, to the best knowledge of the Company after due and careful inquiry, aware of:
- 18.4.1 any infringement of or conflict with claimed or asserted rights of others with respect to any rights mentioned in paragraph 18.3 above; or
  - 18.4.2 any unauthorized use of any Know-how of any third party and no Group Company has made disclosure of Know-how to any person except properly and in the ordinary course of business and on the basis that such disclosure is to be treated as being of a confidential character; or
  - 18.4.3 any unauthorized use by it of any confidential information of any third party;
  - 18.4.4 any opposition by any person to any pending applications; or
  - 18.4.5 any assertion of moral rights which would affect the use of any of the Intellectual Property in the business of any Group Company; or

18.4.6 any facts or circumstances which would render any rights mentioned in paragraph 18.3 above invalid or inadequate to protect the interests of the relevant Group Company or unenforceable,

except, in each of Clauses 18.4.1 to 18.4.6, which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.

18.5 The rights and interest held by the Group (whether as owner, licensee or otherwise) in Intellectual Property comprises all the rights and interests necessary for the carrying on of the business of each Group Company in and to the extent which it is presently conducted.

18.6 The processes employed and the products and services dealt in by a Group Company both now and at any time within the last three years do and did not use, embody or infringe any rights or interests of third parties in Intellectual Property in any respect (other than those belonging to or licensed to a Group Company) and no claims of infringement of any such rights or interests have been made or threatened by any third party.

18.7 All licences and agreements to which any Group Company is a party (including all amendments, novation, supplements or replacements to those licences and agreements) are in full force and effect, and no notice having been given on any party to terminate them; the obligations of the parties thereto thereunder have been fully complied; and no disputes have arisen or are foreseeable in respect thereof; and where such licences are of such a nature that they could be registered with the appropriate authorities and where such registration would have the effect of strengthening the Group's rights, they have been so registered.

18.8 Except as disclosed in the Hong Kong Public Offering Documents, there is no other Intellectual Property used or registered by any members of the Group in connection with the Group's business which is material in the context of such business. All information in the Prospectus regarding Intellectual Property owned or used by the Group is complete to the extent required by relevant Listing Rules, true and accurate in all material respects and not misleading or deceptive.

18.9 The operation of the website(s) operated by the Group does not infringe on the rights of any third party. In particular, the Company believes that the functional aspect of such website(s), and computer programmes in support, in so far as they are not already validly licensed from a third party, to the best knowledge of the Company after due and careful inquiry, do not infringe on the right of any third party.

18.10 The Group is either the lawful owner of all the information and content which is available through the website(s) operated by the Group or possesses a valid subsisting and defensible legal right or licence to use and make such information and content available through those website(s).

18.11 The Company has the right to use its own pictures and logos appearing on the front page of and inside the Prospectus and the Offer Documents. Regarding the Company's logo on the front page of and inside the Prospectus and the Offer Documents, the Company has not received, nor is it aware of, any complaint, demand or claim regarding the use of such pictures or logos, and such logo have been registered as trademarks in Hong Kong.

## **19. INFORMATION TECHNOLOGY**

19.1 For the purpose of this paragraph, "**Information Technology**" means all computer systems, communications systems, software and hardware owned, used or licensed by or to any Group Company.

- 19.2 The Information Technology comprises all the information technology systems and related rights material to run the business of the Group.
- 19.3 All Information Technology which has been or which is necessary for the business of any Group Company is either legally and beneficially owned by the relevant Group Company or lawfully used under valid licences granted by the registered proprietor(s) or beneficial owner(s) thereof and such licences are in full force and effect and have not been revoked or terminated and there are no grounds on which they might be revoked or terminated, except which would not, individually or in the aggregate, result in a Material Adverse Effect.
- 19.4 Except for records, systems, data and information, which are maintained and operated by third parties, including but not limited to third-party e-commerce platforms, in the ordinary course of business, all the records and systems (including but not limited to Information Technology) relating to the business of the Group taken as a whole and all data and information of each Group Company are maintained and operated by a Group Company and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of a Group Company.
- 19.5 To the best knowledge of the Company after due and careful inquiry, there are no bugs or viruses, logic bombs or other contaminants (including without limitation, “worms” or “trojan horses”) in or failures or breakdowns of any computer hardware or software or any other Information Technology equipment used in connection with the business of any Group Company which have caused any substantial disruption or interruption in or to the business of any Group Company except which would not, and is not likely to, individually or in the aggregate, have a Material Adverse Effect.
- 19.6 In the event that the persons providing maintenance or support services for the Group’s Information Technology cease or are unable to do so, the members of the Group have all the necessary rights and information to continue to maintain and support or have a third party maintain or support the Information Technology which is material for the operations of the Group as a whole.
- 19.7 The Group has in place necessary procedures to prevent unauthorized access and the introduction of viruses.
- 19.8 The Group has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Group taken as a whole.
- 19.9 To the best knowledge of the Company after due and careful inquiry, there are no material defects relating to the Information Technology owned or used by the business of any Group Company and the Information Technology owned or used by any Group Company has the capacity and performance necessary to fulfil the present and foreseeable requirements of the business of any Group Company.

## 20. ENVIRONMENTAL MATTERS

- 20.1 For the purposes of this paragraph:

20.1.1 “**Environment**” means all or any part of the air (including, without limitation, air within buildings or natural or man-made structures whether above or below ground), water (including, without limitation, territorial, ocean, coastal and inland waters, surface water, groundwater and drains and sewers) and land (including, without limitation, sea bed or river bed under any water as described above, surface land and sub-surface land, and

any natural or man-made structures), and also includes human, animal and plant life; and

- 20.1.2 **“Environmental Law”** means any treaty, national, state, federal or local law, common law rule or other rule, regulation, ordinance, by-law, code, decree, demand or demand letter, injunction, judgement, notice or notice demand, code of practice, order or plan issued, promulgated or approved thereunder or in connection therewith pertaining to the protection of the Environment or to health and safety matters (and shall include, without limitation, laws relating to workers and public health and safety).
- 20.2 Each Group Company has complied and is complying with all Environmental Laws that are applicable to its business in all material respects.
- 20.3 There has not been, and, to the best knowledge of the Company after due and careful inquiry, there is no pending or threatened, civil, criminal or administrative action, claim, investigation or other proceeding or suit, against any Group Company arising from or relating to Environmental Law which is material in the context of the Group as a whole, and there are no circumstances existing which may lead to any such action, claim, investigation, proceeding or suit which would, and is likely to, individually or in the aggregate have a Material Adverse Effect.
- 20.4 Each Group Company conducts its operations in material compliance to Environmental Law and in accordance with good operating practice of the industry in relation to all matters, practices and activities which could materially affect or cause harm to the Environment.
- 20.5 None of the members of the Group occupies, leases, owns, uses or has previously used, owned, leased or occupied, any property such that it is or may be wholly or partly responsible for the costs of any clean-up or other corrective action to any site or any part of the Environment.
- 20.6 There are no circumstances which require or may require any Group Company to incur significant expenditure which is material in the context of the Group as a whole in respect of the Environment or under Environmental Law.
- 20.7 Each Group Company has all Approvals required under any applicable Environmental Laws and are each in compliance in all material respects with their requirements and no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or government agency, against or affecting the Company or any of the Subsidiaries relating to hazardous materials or Environmental Laws have occurred.

## **21. TAXATION**

- 21.1 All returns, reports or filings which ought to have been made by or in respect of each of the existing Group Company for taxation purposes have been made or filed (as the case may be) and all such returns are up to date, correct and prepared with due care and skill and on a proper basis and are not the subject of any dispute with the relevant revenue or other appropriate authorities, except as disclosed in the Hong Kong Public Offering Documents and there are no present circumstances likely to give rise to any such dispute and the provisions included in the audited combined results of the Group as of the Accounts Date above were sufficient to cover all taxation (if any) in respect of the applicable accounting periods ended on or before the Accounts Date for which the Group was then liable. Each Group Company is not delinquent in payment of any taxes due thereunder and there is no tax deficiency that has been asserted against any Group Company.

- 21.2 Each Group Company has accounted for in the Accounts in all material respects, as the case may be all taxation (if any) due to be paid or accounted for by it before the Accounts Date and paid all taxes required to be paid by each of them in accordance with the applicable Laws to which it is subject, and has taken all necessary steps to obtain any repayment of or relief from taxation available to each of them, except for any such tax, assessment, fine or penalty that is being contested in good faith and by appropriate proceedings, if applicable. None of the Group Company is or is likely to be subject to any tax penalties so far as the Warranties are aware.
- 21.3 All information and statements concerning taxation (including any statement relating to any preferential tax treatment granted or previously granted to each Group Company) and its application to members of the Group in the Prospectus are or will be true and accurate in all material respects and not misleading or deceptive.
- 21.4 The provisions (if any) included in the Accounts, as the case may be, are sufficient to cover all taxation in respect of all periods ended on or before the Accounts Date for which each Group Company was then or might at any time thereafter become or have become liable.
- 21.5 Adequate charges, accruals and reserves have been provided for in the Accounts in respect of all taxes for all periods as to which the tax liability of each of the Group Company has not been finally determined or remains open to examination by applicable taxing authority. None of the Group Company has received notice of any tax deficiency that has been asserted or assessed against the Company or any of its subsidiaries.
- 21.6 Except as disclosed in the Hong Kong Public Offering Documents, no tax or duty (including, without limitation, any stamp or issuance or transfer tax or duty and any tax or duty on capital gains or income, whether chargeable on a withholding basis or otherwise) is payable to any Governmental Authority in the PRC (unless the Underwriting Documents are executed or later brought into the PRC), Hong Kong or any other jurisdiction in connection with:
- 21.6.1 the execution, delivery and performance of this Agreement or any other document relating to the Global Offering;
- 21.6.2 the creation, issue and allotment of the Offer Shares; and
- 21.6.3 the sale, transfer or other disposition or delivery of any H Shares (other than the stamp duty payable under Hong Kong Law), including any realized or unrealized capital gains arising in connection with such sale, transfer or other disposition.
- 21.7 All Hong Kong, local and national PRC governmental tax waivers and other Hong Kong, local and national PRC tax relief, concession and preferential treatment of the Group, if applicable, are valid and do not violate any Applicable Laws.

## **22. IMMUNITY**

None of the Warrantors, any of their respective subsidiaries, any of their assets or revenues or properties is entitled to any right of immunity on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment prior to or in aid of execution of judgement, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgement. The irrevocable and unconditional waiver and agreement of the Warrantors in Clause 9.12 of this Agreement not to plead or claim any such immunity in any legal action, suit or proceeding based on this Agreement is valid and binding under all applicable Laws.

## **23. INSOLVENCY**

- 23.1 No order has been made or petition presented or resolution passed for the winding-up or judicial management or administration of any member of the Group or the Warrantors or for the appointment of a provisional liquidator or similar person, nor are there any reasonable grounds on which any person would be entitled to have any member of the Group or the Warrantors wound-up or placed in judicial management or administration or of similar effects or to have a provisional liquidator or similar person appointed for the member of the Group or the Warrantors, nor, has any person threatened to present such a petition or convened or threatened to convene a meeting of any member of the Group or the Warrantors (where applicable) to consider a resolution to wind up the member of the Group or the Warrantors (where applicable), nor has any step been taken in relation to the member of the Group or the Warrantors (where applicable) under the Law relating to insolvency or the relief of debtors in any part of the world.
- 23.2 No provisional liquidator, receiver, liquidator or manager or similar person has been appointed by any person of the whole or any part of the business or assets of any member of the Group or the Warrantors and no compromise or arrangement has been proposed, agreed to or sanctioned in respect of it.
- 23.3 No distress, execution or other process has been levied on any asset owned or used by any member of the Group or the Warrantors, nor has any person threatened any such distress, execution or other process.
- 23.4 No action has been taken by any member of the Group or the Warrantors or, no matter has occurred which, in any jurisdiction, is equivalent or, in all respects, similar to any of the actions on matters referred to in this paragraph.
- 23.5 No member of the Group or the Warrantors has stopped or suspended payments of its debts that are due or become unable to pay its debts as they fall due or otherwise becomes insolvent.

#### **24. PROFESSIONAL INVESTOR**

The Warrantors have read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledge and agree to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Warrantors”, and “we” or “us” or “our” shall mean the Sole Sponsor and the Joint Overall Coordinators (for themselves and on behalf of the Underwriters).

#### **25. OTHER MATTERS**

- 25.1 Except pursuant to this Agreement and the International Underwriting Agreement, there are no contracts, agreements or understandings between any of the Company and the Subsidiaries and any person or entity that would give rise to any liability against the Company or other members of the Group for any finder's or brokerage commission in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by Hong Kong Public Offering Documents. Neither the Company nor any of the other members of the Group has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Offer Shares other than this Agreement, the cornerstone investment agreements and the International Underwriting Agreement.
- 25.2 The choice of law provision set forth in the Underwriting Documents will be recognized by the courts of Hong Kong and the PRC.
- 25.3 Except as disclosed in the Hong Kong Public Offering Documents, there are no other existing or announced Laws, policies, regulatory, administrative or other government initiatives or measures regarding the business of the Group which would have a Material Adverse Effect.

- 25.4 Any certificate signed by any officer of the Company or any of the Warrantors and delivered to the Joint Overall Coordinators or to the legal advisors to the Joint Overall Coordinators and the Underwriters pursuant to this Agreement shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.
- 25.5 None of the Warrantors, and to the best knowledge of the Warrantors, none of their respective directors, officers and employees, has provided to any investment research analyst, whether directly or indirectly, any Non-Public Information.

**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 3.4.1. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the **White Form eIPO Service** at [www.eipo.com.hk](http://www.eipo.com.hk) or by giving electronic application instructions through the **HKSCC** EIPO channels complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 3.1.2. Records for such applications will have to be provided to the Joint Overall Coordinators (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must be identified with the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the application "Hong Kong Underwriter's Application", to the extent applicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.



**SCHEDULE 6**  
**PROFESSIONAL INVESTOR TREATMENT NOTICE**

**PART A – INSTITUTIONAL INVESTOR TREATMENT NOTICE**

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, we are automatically exempt from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 2.1 Information about clients
    - (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
    - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
    - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
  - 2.2 Client agreement
    - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
  - 2.3 Information for client
    - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
    - (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
    - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
    - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
  - 2.4 Discretionary accounts
    - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
    - (ii) explain the authority described under paragraph 2.4(i) and confirm it on an

annual basis.

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

## PART B – CORPORATE PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in sections 3, 4, 5, 6 and 7 of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

1.1 The following persons are Corporate Professional Investors under Sections 4, 6 and 7 of the Professional Investor Rules:

(i) Trust corporations

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 \$40 million at the relevant date or as ascertained in accordance with section 8.

(ii) Corporations

(A) A corporation having—

(I) a portfolio of not less than HK\$8 million; or

(II) total assets of not less than HK\$40 million,

at the relevant date or as ascertained in accordance with clause 1.4 below;

(B) a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:

(I) a trust corporation specified in (i) above;

(II) an individual specified in paragraph 1.2 below;

(III) a corporation specified in this paragraph or paragraph 1.1(ii)(A) above;

(IV) a partnership specified in section 1.1(iii);

(V) 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 Ordinance; or

(C) a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.1(ii)(A) above.

(iii) Partnerships

A partnership having:

(A) a portfolio of not less than HK\$8 million; or

(B) total assets of not less than HK\$40 million,

at the relevant date or as ascertained in accordance with paragraph 1.4 below.

- 1.2 An individual specified for the purposes of paragraph 1.1 above, is an individual having a portfolio of not less than HK\$8 million at the relevant date or as ascertained in accordance with section 8, when any one or more of the following are taken into account:
    - (i) a portfolio on the individual's own account;
    - (ii) a portfolio on a joint account with the individual's associate;
    - (iii) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
    - (iv) 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.
  - 1.3 For the purposes of paragraph 1.2(iii), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is—
    - (i) the individual's share of the portfolio as specified in a written agreement among the account holders; or
    - (ii) in the absence of an agreement referred to in paragraph 1.3(i), an equal share of the portfolio.
  - 1.4 For the purposes of ascertaining total assets or portfolio of Corporate Professional Investors in paragraph 1.1 above, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following—
    - (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
    - (ii) for a trust corporation, individual, corporation or partnership, any 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;
      - (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), individual, corporation or partnership.
2. We have made an assessment on you in accordance with Paragraph 15.3A of the Code (“**CPI Assessment**”) and concluded that:
- (a) You fall within the definition of “professional investor” as set out in paragraph 1 above and satisfy the criteria under the CPI Assessment. In particular that you have the appropriate corporate structure and investment process and controls, the person responsible for making investment decisions on behalf you has sufficient investment

background (including the investment experience of such person); and you are aware of the risks involved which is considered in terms of the person responsible for making investment decisions under this Agreement.

**OR**

(b) You fall within the definition of “professional investor” as set out in paragraph 1 above but do not satisfy the criteria under the CPI Assessment.

3. Where paragraph 2(a) is applicable, you consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

- (i) establish your financial situation, investment experience and investment objectives, except where we are providing advice on corporate finance work;
- (ii) ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives;
- (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

3.2 Client agreement

- (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
- (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (ii) explain the authority described under paragraph 3.4(i) and confirm it on an annual basis.

4. Where paragraph 2(b) is applicable, you consent to being treated as a Professional Investor, understand the risks and consequences of consenting to being treated as a Professional Investor and agree that we have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
  - 4.1 Information for client
    - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
    - (ii) inform you about their business or the identity and status of employees and others acting on their behalf with whom you will have contact;
    - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
    - (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
5. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to us.
6. You agree and acknowledge that we will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

Signed by  
**Mr. WU Suozheng**  
for and on behalf of  
**Xi'an Kingfar Property Services Co., Ltd.**  
西安經發物業股份有限公司

in the presence of



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徐飞





Signed by  
Mr. Xi Baojun  
for and on behalf of  
Xi'an Kingfar Holdings (Group) Co., Ltd.  
西安經發控股(集團)有限責任公司  
in the presence of 01970445119



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李保君

李修远



Signed by )  
Keith Yam, Authorized Signatory )  
*for and on behalf of* )  
**CEB International Capital Corporation Limited** )  
as attorney for and on behalf of each of the other )



**HONG KONG UNDERWRITERS, JOINT** )  
**OVERALL COORDINATORS, JOINT GLOBAL** )  
**COORDINATORS, JOINT BOOKRUNNERS AND** )  
**JOINT LEAD MANAGERS** )  
(as defined herein) )

in the presence of )

Flora Chen )  
Name: Flora Chen )  
Title: Associate )