

有关

讯飞医疗科技股份有限公司

之

增资协议

二零二三年十二月



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本《有关讯飞医疗科技股份有限公司之增资协议》(以下简称“本协议”)由以下各方于 2023 年 12 月 4 日 (“签署日”) 在中国合肥市高新区签署。

1. 讯飞医疗科技股份有限公司 (“公司”)
法定代表人: 刘庆峰
注册地址: 安徽省合肥市高新区望江西路 666 号 A5 楼 23-24 层
2. 科大讯飞股份有限公司 (“科大讯飞”)
法定代表人: 刘庆峰
注册地址: 合肥市高新开发区望江西路 666 号
3. 上海顾屿南歌科技发展中心 (有限合伙) (“顾屿南歌”)
执行事务合伙人: 上海裕源涌管理咨询有限公司
注册地址: 中国 (上海) 自由贸易试验区张杨路 707 号二层西区 205 室

本协议中, 前述签约方单称 “一方”, 合称 “各方”; 科大讯飞 (仅针对本次增资中其认购的 243.6585 万元注册资本对应之股份)、顾屿南歌单独或合称为 “本轮投资人” 或 “投资人”。

第一条 定义

1.1 除本协议另有约定外, 本协议中下述词语具有如下含义:

本次增资	指	本轮投资人根据本协议约定的内容, 以现金增资形式向公司进行股权投资。公司本次投前估值为 82 亿元, 本轮投资人共投资 2.1 亿元, 合计认购公司新增注册资本 284.2683 万元对应之股份。其中, 科大讯飞以现金投资 1.8 亿元, 认购公司 243.6585 万元注册资本对应之股份; 顾屿南歌以现金投资 3,000 万元, 认购公司 40.6098 万元注册资本对应之股份。
法律	指	中国的或中国以外的国家、国际、州、省、地方立法、司法、政府部门或具有监管职能的其他机构颁布的成文法、法律、法令、法规、规章、规则、准则、命令、指令、要求或法律原则, 或对上述文件的正式解释以及相关证券交易所的证券发行和交易规则。
工作日	指	除星期六、星期日或中国法定节假日以外的任何一日。

关联方	指	直接或间接控制该实体/自然人、被该实体/自然人控制或与该实体/自然人同受其他实体/自然人控制的任何其他实体/自然人。但为本协议之目的，投资人及其关联方均不应视为公司的关联方。
公司股东	指	任何持有公司股份的个人或实体。
合格首次公开发行	指	公司的股份在知名的境内外证券交易所（包括但不限于上海证券交易所、深圳证券交易所、北京证券交易所、香港联合交易所有限公司、美国纽交所或纳斯达克等，为本协议之目的，不包括新三板及其他区域性股权交易市场）上市和挂牌交易。
交易文件	指	本协议、反映本次增资事项的公司章程或公司章程修正案及本协议约定的、与本次增资相关的其他法律文件。
控制	指	指通过持有有表决权的证券、或通过合同约定或其他方式拥有直接或间接决定另一主体的管理和政策的权力（为避免疑义，持有另一主体超过 50%的有表决权的证券或是有权任命过半数董事应被视为存在控制）。
权利负担	指	任何担保权益、质押、抵押、留置（包括但不限于税收优先权、撤销权和代位权）、债务负担、优先安排、限制性承诺等限制，包括但不限于对使用、表决、转让、收益或对其他行使所有权任何权益的限制。
人民币	指	中国的法定货币。
元、万元、亿元	指	人民币元、人民币万元、人民币亿元。
商业秘密	指	指商业秘密、专有技术、以及其他保密或专有的技术、业务和其他资料，包括制造和生产的工艺和诀窍、研究和开发资料、技术、图纸、规范、设计、规划、方案、技术数据、财务、市场营销和业务数据、定价和成本资料、业务和市场营销计划、客户和供应商名录及资料、以及在任何司法管辖区限制使用或披露前述各项的所有权利。
增资款	指	本轮投资人根据本协议约定合计向公司支付的现金价款 2.1 亿元。其中，科大讯飞支付现金 1.8 亿元，顾屿南歌支付现金 3,000 万元。
政府部门	指	(i) 中国或中国以外的任何国际组织、国家级、州级、省级、地方或其他政府、政府性、监管性或行政性的部门、机构或委员会或任何法院、法庭或司法或仲裁机构；(ii) 上述(i)项中所述的任何政府、实体或组织的任何代理或上述政府、实体或组织拥有或控制的任何公司、事业单位或其他实体。

重大不利影响	指	下述公司的任何情况、变更或影响：(i) 对公司的存续、业务、资产（包括知识产权）、负债、经营业绩或财务状况造成或可能造成不利影响且有充分证据显示将致使公司遭受重大损失或影响公司正常经营；或(ii) 导致各方无法履行其在本协议项下各自的义务或对其履行能力造成重大不利影响。
中国	指	中华人民共和国；为本协议目的，未包括香港、澳门和台湾地区。
中国证监会	指	中国证券监督管理委员会

1.2 本协议的附件应为本协议不可分割的一部分，并应具有如同已在本协议正文中明文载列的同等效力。凡提及本协议，均指经过补充、修改、变更或修订后通行之本协议，并且包括各附件。

1.3 本协议各条款及附件的标题仅为方便参考所设，不影响或限制本协议条款的含义或解释。

1.4 本协议中约定按照日、月、年计算期间的，开始的当日不算入，从下一日开始计算。期间的最后一日不是工作日的，该期间应于下一个工作日终止。

第二条 本次增资的方案

2.1 本次增资前的股权结构

截至本次增资完成前，公司股份总数为 11,000 万股，对应注册资本为 11,000 万元，股东及持股比例如下：

序号	股东姓名或名称	持股数额 (万股)	持股比例
1.	科大讯飞股份有限公司	5,730.1560	51.6230%
2.	合肥正昇信息科技合伙企业（有限合伙）	1,947.3294	17.5435%
3.	安徽科讯创业投资基金合伙企业（有限合伙）	1,765.1616	15.9024%
4.	胡国平	583.3530	5.2554%
5.	深圳市天正投资有限公司	390.0000	3.5135%
6.	淄博集智股权投资基金合伙企业（有限合伙）	174.0000	1.5676%
7.	上海水遥企业管理咨询服务有限公司	150.0000	1.3514%
8.	海南耘通股权投资合伙企业（有限合伙）	105.0000	0.9459%
9.	合肥同创中小企业发展基金合伙企业（有限合伙）	75.0000	0.6757%

序号	股东姓名或名称	持股数额 (万股)	持股比例
10.	讯飞海河(天津)人工智能创业投资基金合伙企业(有限合伙)	75.0000	0.6757%
11.	深圳市国科瑞华三期股权投资基金合伙企业	75.0000	0.6757%
12.	合肥科讯连山创新产业投资基金合伙企业(有限合伙)	30.0000	0.2703%
合计		11,000.0000	100.0000%

2.2 本次增资

- (1) 公司本次增资前的投前估值为 82 亿元，本次增资的单位投资价格以此投前估值为基础进行确定。
- (2) 公司拟新增注册资本 284.2683 万元，每一元注册资本（即每股）对应的增资认购价格为 73.8739 元。
- (3) 科大讯飞、顾屿南歌按照本协议第 2.2 条第（2）款所约定的价格，合计认购公司新增注册资本 284.2683 万元，其余金额全部计入资本公积，具体为：

序号	投资人名称	增资款 (万元)	认缴注册资本 (万元)
1.	科大讯飞股份有限公司	18,000.0000	243.6585
2.	上海顾屿南歌科技发展中心(有限合伙)	3,000.0000	40.6098
合计		21,000.0000	284.2683

2.3 本次增资后的股权结构

本次增资完成后，公司股份总数为 11,384.2683 万股，对应注册资本为 11,384.2683 万元，股东及持股比例如下：

序号	股东姓名或名称	持股数额 (万股)	持股比例
1.	科大讯飞股份有限公司	5,973.8145	52.4744%
2.	合肥正昇信息科技合伙企业(有限合伙)	1,947.3294	17.1054%
3.	安徽科讯创业投资基金合伙企业(有限合伙)	1,765.1616	15.5053%
4.	胡国平	583.3530	5.1242%

序号	股东姓名或名称	持股数额 (万股)	持股比例
5.	深圳市天正投资有限公司	390.0000	3.4258%
6.	淄博集智股权投资基金合伙企业（有限合伙）	174.0000	1.5284%
7.	上海水遥企业管理咨询服务有限责任公司	150.0000	1.3176%
8.	海南耘通股权投资合伙企业（有限合伙）	105.0000	0.9223%
9.	合肥同创中小企业发展基金合伙企业（有限合伙）	75.0000	0.6588%
10.	讯飞海河（天津）人工智能创业投资基金合伙企业（有限合伙）	75.0000	0.6588%
11.	深圳市国科瑞华三期股权投资基金合伙企业	75.0000	0.6588%
12.	合肥科讯连山创新产业投资基金合伙企业（有限合伙）	30.0000	0.2635%
13.	上海顾屿南歌科技发展中心（有限合伙）	40.6098	0.3567%
合计		11,384.2683	100.0000%

2.4 增资款使用

各方同意并确认，本次增资的现金增资款应当用于【公司的业务扩展、研发、生产、资本性支出及与其拟从事业务相关的一般流动资金】。

第三条 本次增资的认购

3.1 各方同意，在下列交割的先决条件全部满足或被本轮投资人豁免后，本轮投资人有义务根据本协议第 2.2 条、第 3.2 条约定向公司支付增资款：

- 3.1.1. 公司在本协议中所作的陈述、保证截至交割日在重大方面均真实、准确、完整；并且公司未在任何重大方面违反本协议的约定；
- 3.1.2. 不存在限制、禁止或取消本次增资的中国法律、法院、仲裁机构或有关政府主管部门的判决、裁决、裁定或禁令，也不存在任何已对或将对本次增资产生不利影响的悬而未决或潜在的诉讼、仲裁、判决、裁决、裁定或禁令；
- 3.1.3. 公司的股东大会及董事会已经审议通过本协议及经本轮投资人合理认可的修订后的公司章程或公司章程修正案。

3.2 各方同意，在本协议 3.1 条所约定的交割先决条件已满足或被本轮投资人豁免的前提下，公司应向本轮投资人出具确认本协议 3.1 条项下各项交割的先决条件已全部获得满足或被豁免的交割确认函。自交割确认函发出后

的五（5）个工作日内，本轮投资人应将其全部增资款以人民币汇入即时可用的资金的方式汇至公司指定的收款银行账户（投资人实际支付全部增资款之日为“交割日”）。

3.3 各个本轮投资人按本协议第 3.2 条约定分别支付完毕其应支付的全部增资款后，相关本轮投资人在本协议项下的出资义务即告履行完毕。为免疑义，各本轮投资人在本协议项下的义务为分别且不连带的，其有权自行决定豁免第 3.1 条项下的先决条件，且应各自根据本协议约定向公司支付增资款。任一本轮投资人未依本协议第 3.2 条向公司履行交割义务的，不影响其他本轮投资人依本协议第 3.2 条继续履行其相应交割义务。

3.4 于交割日，公司应向本轮投资人出具反映本次增资的出资证明书及更新的股东名册。出资证明书应载明下列事项：公司名称、股份总数、股东名称、认购股份数、权益比例、交割义务履行日期、出资证明书出具日期。出资证明书和股东名册应加盖公司的公章。本轮投资人自交割日起享有其新增认购股份对应的所有股东权利。

3.5 公司承诺，在交割日后 20 个工作日内尽快完成办理本次增资相关的工商变更登记手续，各方应尽最大努力予以配合。

第四条 各方陈述、保证和承诺

4.1 截至本协议签署日和交割日，本协议各方单独且非连带地向其他方作出如下陈述和保证：

- (1) 其为依据所在地法律正式成立并有效存续的有限责任公司、股份有限公司或合伙企业，具有签署及履行本协议的能力。
- (2) 签署及履行本协议不会违反任何对其有约束力的法律、法规和有关监管机构的规范性文件，不会违反其做出的或对其或其资产和业务有约束力的任何法院命令、判决、禁令、裁决、法令或令状；不会违反其组织文件的任何规定，亦不会违反其公司章程、合伙协议（如涉及）、其与任何第三方签署的合同、协议等法律文件。
- (3) 其签署各交易文件、履行交易文件项下的一切义务以及完成交易文件项下的交易等行为都已获得必要的授权、内外部审批（除本协议第 3.1.3 条所约定的公司的股东大会及董事会批准以外）；其在本协议上签字的代表，已获得签订本协议的充分授权。

4.2 截至本协议签署日和交割日，除已向本轮投资人披露的之外，公司向本轮

投资人作出以下陈述与保证：

- (1) 有效存续。公司为依法设立并有效存续的主体，公司的注册资本已经依据其章程的规定按时足额缴纳，并符合中国法律要求，不存在未缴纳、迟延履行、虚假注册或抽逃注册资本的情况。公司的章程已合法有效地获得登记（如要求），并且都是有效及具有可执行力的。公司章程中所详述的经营范围符合中国法律的要求。公司按照章程所规定的经营范围和中国法律的规定开展经营活动。
- (2) 股本结构。公司设立及历次股权变更手续完备，在市场监督管理部门登记备案的公司章程及章程修正案中所载的公司注册资本权益结构与公司向本轮投资人提供的公司章程及章程修正案的记载一致，且真实、完整、准确地反映了公司的股本结构。据公司所知，公司股权上无质押、司法限制或任何性质的其他权利负担。
- (3) 投资。截止于交割日，除银川讯飞互联网医院有限公司、安徽影联云享医疗科技有限公司、北京惠及智医科技有限公司、普洱科大讯飞信息技术有限公司、吕梁科大讯飞医疗信息技术有限公司、上海讯飞智心医疗科技有限责任公司、讯飞医疗科技股份有限公司北京分公司、讯飞医疗科技股份有限公司武汉分公司外，公司在中国或海外没有任何其他子公司、合伙、分支机构，不直接或间接在其他任何主体中持股或拥有类似权益。
- (4) 业务资质。公司已取得开展主营业务所需要的重要批准或许可，公司业务经营不存在对公司造成重大不利影响的超越其已经根据有关法律、法规和行业政策而取得的为公司经营业务所需的资格、登记、备案、许可、同意或其他形式的批准所载范围的情形。
- (5) 资产。公司合法且有充分的能力和/或授权拥有和/或使用其主营业务所需的重大资产，前述资产之上亦不存在对公司造成重大不利影响的任何权利负担或者其他限制，公司未与任何第三方就该等资产存在重大权属纠纷。
- (6) 重大合同。公司全部现行有效的重大协议或合同均是合法有效和可以依法执行的，全部现行有效的重大协议或合同均适当履行，不存在公司或其他任一交易方重大违约且构成重大不利影响的情形。本款所述“重大协议或合同”系指符合以下要求的全部合同、协议或其他形式的文件或安排：（i）合同金额超过人民币10,000,000元且合同剩余履行期限超过本协议签署日后的12个月；（ii）关于公司重大资产出售或购买的任何合同、协议或安排（因日常业务经营而发生的除外）；（iii）对外投资合同、协议、意向书或其它安排；以及（iv）合同性质超出了公司的正常

业务经营活动的范畴。

- (7) 知识产权。公司对其从事营业活动所需的重大知识产权（包括但不限于专利、商标、著作权、专有技术、域名及商业秘密等）享有合法的所有权或使用权，该等知识产权均有效且可依法执行，就公司所知，不存在任何可能导致任何重大知识产权无效或不可执行的事项，公司未侵权或违法使用任何第三方享有任何权利、所有权或利益的任何知识产权；就公司所知，公司没有侵犯他人知识产权、商业秘密、专有信息或其他类似权利，不存在未决的要求公司对侵犯任何第三方的知识产权、商业秘密、专有信息或其他类似权利进行索赔的主张、争议或诉讼程序。
- (8) 税务。公司已在重大方面遵守有关税务的适用的中国法律，不存在税收方面的重大处罚，且不存在未解决的或预期发生的税收方面的重大诉讼、仲裁、行政或刑事程序或者其他争议，也不存在因欠缴任何税赋或其他任何违反税务相关适用法律而对公司造成重大不利影响的行为；提交给税务部门的有关公司税金的纳税证明和报告在重大方面均真实、准确；公司取得和使用税收优惠和财政补贴均符合适用法律，公司未曾收到主管政府机关对其发出的要求撤销其目前享受的所有税务优惠待遇的有关通知。
- (9) 遵守法规。公司的各项活动在所有重大方面尽最大努力符合有效的中国法律和有关政府部门的要求，并且没有违反任何中国法律以致对公司构成重大不利影响的情况。
- (10) 关联方事项。公司与其关联方之间的交易具有真实商业意图，未侵害公司的合法权益，并参照同类产品/服务的市场公允价格和交易条件进行。
- (11) 环保和安全。自公司设立之日起，公司在重大方面遵守有关其业务经营的所有环保方面的适用中国法律、不存在任何违反该等中国法律的行为。
- (12) 雇员。公司劳动用工在重大方面按主营业务相关行业惯例遵守适用的中国法律；公司与其核心员工之间不存在任何重大的未决的劳动争议或纠纷。
- (13) 社会保险、公积金。公司已在所有重大方面按照相关中国法律规定或所在地监管部门要求支付和/或代扣代缴了养老、住房、医疗、失业以及其他所有相关中国法律或所在地监管部门要求和协议规定应付的社会保险金或职工福利金，就该等社会保险金或职工福利金不存在现存或其已知的未决重大争议。
- (14) 诉讼及其他法律程序。公司不存在尚未了结的、针对公司并对公司造成重大不利影响的诉讼、仲裁或行政处罚案件或行政调查程序，不存在任何正在进行的针对公司的诉讼、仲裁、行政处罚、行政复议、其他法律

程序或其他争议、纠纷，也不存在任何公司根据法院、仲裁机构及其他司法、行政机关作出的裁决或决定而应承担法律责任或义务的情形。

- (15) 清算、破产程序。公司不存在针对公司采取的任何措施将其清算、进入破产程序、宣布资不抵债或就其资产或业务指定接管人、管理人或清算委员会（或类似性质的其他人员），公司不存在没有能力偿付到期债务的情况。

4.3 本轮投资人分别且不连带地向公司作出以下陈述与保证：

- (1) 截至本协议签署日和交割日，本轮投资人已依法取得中国法律下一切必要的审批、登记和备案；
- (2) 本轮投资人用于本次增资的资金来源合法，均为自有资金，不涉及非法集资；
- (3) 本轮投资人将尽快向公司提供本次增资工商变更登记及其他登记、备案程序涉及的应由本轮投资人提供的全部文件、资料；
- (4) 自成为公司股东后至公司完成首次公开发行股票期间，本轮投资人应尽最大努力配合公司的首次公开发行计划，持续满足公司所申请首次公开发行股票相关的证券监督管理主管部门和证券交易所的股东资格及股东信息披露核查要求，确保其各级股东、出资人、管理人和合伙人不存在被证券监督管理主管部门和证券交易所认定不适合担任公司股东以及不适合间接持有拟上市主体股份的情形；如公司股东存在不适合担任公司股东或持有拟上市主体股份的情形，该股东应当在收到公司的书面通知之日起三十（30）日内根据公司的要求完成整改，如该股东在前述约定的时限内未完成整改事项，应按照本协议约定承担违约责任；
- (5) 本轮投资人及其各级股东、出资人、管理人和合伙人不存在法律、法规规定的不得担任公司股东的情形，不存在其他对公司首次公开发行股票造成不利影响或障碍的情形。本轮投资人对公司本次增资后享有的股份为其自有持股，不存在为其他机构或个人委托持股、信托持股等情形，也不涉及质押或设置其他第三方权益等情形。
- (6) 依据公司上市的计划，本轮投资人承诺配合公司及监管机构要求提供相关文件、资料、说明和承诺，并按照届时有效的法律法规及中国证监会、香港联合交易所有限公司或其他证券监管机构的要求做出各项股东承诺。

第五条 保密

5.1 除非中国法律另有规定或本协议另有规定外，本协议各方均不得向第三方披露、泄露、讨论或透露任何由于执行本协议所获知的保密信息，并不得用以谋取任何的与本协议无关的商业利益。各方应该并应促使其雇员或代理人如对待自己的财产和保密信息一般重视上述保密信息，同时保证和其关联方不将上述保密信息用于除履行本协议项下义务之外的任何目的。

5.2 本协议所称保密信息包括但不限于：

- (1) 本协议的内容；
- (2) 与履行本协议有关的所有信息和资料；
- (3) 因洽谈本协议而获得的有关各方的信息和资料。

5.3 本协议所述保密义务不适用于下列情况：

- (1) 可以证明从其他渠道合法取得且不受制于保密义务的信息；
- (2) 有关法律、行政法规和有关政府部门规定须予披露时；
- (3) 证券交易所或其他证券监管部门要求予披露时。

5.4 为执行本协议，公司可按需要合理地向其关联方及其雇员、董事、管理人员、顾问、代理、评估师、审计师、会计师、法律顾问、其他中介机构披露保密信息；投资人可按需要合理地向其关联方及其雇员、董事、管理人员以及为本次增资目的聘请的中介机构披露该等保密信息；前提是该等相关方承担同等保密义务。

5.5 本条款持续适用直至保密信息属于公开信息为止。本协议终止或解除后，本条仍然有效，不受时间限制。

第六条 通知与送达

6.1 与本协议有关的任何通知，以书面形式送达方为有效。就本协议而言，书面形式仅限于邮政特快专递（不包括非挂号的普通信件）、传真、电子邮件。上述通知应被视为在下列时间到达受送达方：以邮政特快专递或挂号邮件发送，在收件人收到之日（同时发送传真或电子邮件确认）；以传真发送，在该传真成功发送之日（同时发送电子邮件或快递确认）；以电子邮件发出，在电子邮件成功发出之日即为送达（同时发送传真或快递确认）。

6.2 通知送达附件一所列各方地点或发至各方电子信箱视为有效送达。

第七条 违约及违约责任

7.1 任何一方（“**违约方**”）违反本协议的约定（包括陈述、保证、承诺、义务等），其他方（“**守约方**”）有权要求违约方在合理期限内补正或采取补救措施。如违约方在合理期限内或在守约方书面通知违约方并提出补正要求后二十（20）个工作日内仍未补正或采取补救措施的，则守约方有权要求违约方赔偿损失。

第八条 协议解除和终止

8.1 出现下列情形之一的，任一投资人或公司可书面通知对方解除本协议，并列明解除所依据的条款：

- (1) 一方发生重大违约行为，并且违约方未在收到守约方要求改正的通知之日起三十（30）日内改正该违约行为；
- (2) 一方的陈述或保证存在重大不真实或有重大遗漏，并且未在收到守约方要求改正的通知之日起三十（30）日内予以纠正；
- (3) 一方因破产、解散、被依法撤销等原因丧失履约能力致使本协议目的无法实现，守约方有权解除本协议；
- (4) 公司与任一投资人共同以书面协议解除并确定解除生效时间；
- (5) 在签署日后三十（30）个工作日未交割，本轮投资人或公司有权解除本协议，但是如果在该日或之前未发生交割是由于任何一方未履行其在本协议项下的任何义务所造成或导致的，则该方无权根据本条解除本协议。

为免疑义，（a）任何一方依据本第 8.1 条第（1）、（2）、（3）或（5）款解除本协议的，仅可在交割日之前书面提出；（b）若本协议根据本第 8.1 条解除，该等解除仅在公司和相关投资人间生效，并不影响本协议在公司及与相关投资人无关的其他方之间的效力，且解除并不影响本协议第五条（保密）、第六条（通知与送达）、第七条（违约及违约责任）、第八条（协议解除和终止）、第九条（不可抗力）、第十条（法律适用及争议解决）的效力。

第九条 不可抗力

9.1 一般规定

不可抗力是指在本协议签署之日后发生的、妨碍本协议任何一方完全或部分履约，且本协议各方不能预见、不能避免并不能克服的一切事件。上述

事件包括地震、台风、水灾、火灾、战争、疫情以及其他不能预见、不能避免并不能克服的事件。

9.2 通知义务

受不可抗力事件影响的一方，应在事件发生后二十四（24）小时内（如遇通讯中断，则在通讯恢复之时）将事件情况通过电话、传真或其他方式告知另一方，并在其后三十（30）日内提供上述不可抗力发生的证明，以说明不可抗力事件的详细情况及本协议因不可抗力事件的影响而不能履行，或者不能全部履行，或者需要延期履行的理由。上述证明文件应由不可抗力事件发生地的公证机构出具。

9.3 补救与责任豁免

- (1) 如果发生任何不可抗力事件，其他方应在接到一方书面通知后立即开始协商，以寻求公平解决方法；
- (2) 各方应尽一切合理努力尽量减轻上述不可抗力的影响；
- (3) 如果一方因不可抗力事件的影响致本协议目的无法实现或部分不能履行其在本协议中的义务，除本协议另有约定外，发生不可抗力事件一方的义务在不可抗力引起的延误期内可予中止，履行义务的期限可予相应顺延，顺延期间与中止时间相等，该方无须就此承担违约责任。

第十条 法律适用及争端解决

10.1 法律适用

本协议的订立、效力、解释、履行和争议的解决应适用中国法律，并依其解释。

10.2 协商解决

因订立、履行本协议而产生的任何争议或纠纷，均应首先尝试通过友好协商进行解决。

10.3 诉讼解决

在一方向另一方发出确认争议已发生的通知后三十（30）日内，各方未能通过协商达成一致意见，任何一方有权就该等争议事项向公司所在地法院提起诉讼。

10.4本条是独立存在的，本协议的变更、解除、终止或者无效均不影响本条相关约定的效力。

10.5在争议解决期间，除争议事项外，本协议各方仍应继续履行本协议项下的其他条款及相应义务。

第十一条 其他

11.1各方应各自承担其为本次增资发生的所有费用和开支。

11.2本协议自各方中的法人和非法人组织法定代表人或授权代表签字、加盖公章、自然人签字之日起生效。

11.3经本协议各方协商一致，可以对本协议进行修改或变更。

11.4如本协议或附件的任何条文被有权机构裁定为无效或不可执行，本协议的其他条文不受影响而应继续全面有效地得到执行。

11.5本协议任何一方未行使、部分行使或延迟行使其在本协议项下的任何权利，不应被认为其放弃该项权利或本协议项下的其它任何权利，但一方明示以书面形式放弃其权利者除外。

11.6未经其他各方的书面同意，任何一方不得转让其依本协议所享有并承担的权利和义务，但是，本协议项下的权利和义务可以随该等权利义务对应的公司股份一并转让给受让方，前提是该等受让方应加入并受本协议约束。

11.7本协议未尽事宜，法律法规有规定的，按规定执行；未规定的，可由各方另行签署补充协议。补充协议与本协议具有同等法律效力，如补充协议与本协议冲突时，补充协议效力优先。

11.8如公司届时有效的公司章程与本协议有任何冲突或不一致的，以本协议为准。为后续办理工商登记等手续之目的，各方可能根据主管机关的要求签署其他文件，并在工商登记机关认可的限度内将本协议的相关规定纳入工商备案的公司章程修正案。如该等文件及工商备案的公司章程及章程修正案与本协议有任何冲突或不一致，以本协议的规定为准。

11.9本协议以中文书写，一式叁（3）份，各方各持壹（1）份，其余由公司持有，用于存档及向相关登记机关申报和备案，每份具有同等法律效力。

(以下无正文)

本页无正文，为《有关讯飞医疗科技股份有限公司之增资协议》的签署页

讯飞医疗科技股份有限公司（盖章）



法定代表人（签字）： _____



本页无正文，为《有关讯飞医疗科技股份有限公司之增资协议》的签署页

科大讯飞股份有限公司（盖章）

法定代表人（签字）：



本页无正文，为《有关讯飞医疗科技股份有限公司之增资协议》的签署页

上海顾屿南歌科技发展中心（有限合伙）（盖章）



执行事务合伙人（盖章）：



附件一：各方之通讯方式

讯飞医疗科技股份有限公司

通讯地址：北京市西城区三里河东路 5 号中商大厦 15 层

收件人：柳文浩

电子信箱：whliu10@iflytek.com

电话：13716253163

科大讯飞

通讯地址：合肥市高新开发区望江西路 666 号

收件人：陈奇

电子信箱：qichen16@iflytek.com

电话：18856931770

顾屿南歌

通讯地址：上海市浦东新区花木街道民生路 1518 号金鹰大厦 B604B

收件人：杨振宇

电子信箱：gm@svshipping.com

电话：19901649397

CORNERSTONE INVESTMENT AGREEMENT

DECEMBER 16, 2024

XUNFEI HEALTHCARE TECHNOLOGY CO., LTD.

(訊飛醫療科技股份有限公司)

AND

STAR GROUP LIMITED

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CCB INTERNATIONAL CAPITAL LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on December 16, 2024

AMONG:

- (1) **Xunfei Healthcare Technology Co., Ltd.** (訊飛醫療科技股份有限公司), a joint stock company with limited liability incorporated in the People’s Republic of China, whose principal place of business is at No. 167 Guang’anmennei Street, Xicheng District, Beijing, PRC (**the “Company”**);
- (2) **Star Group Limited**, a company incorporated in Hong Kong whose registered office is at 1609, Three Pacific Place, 1 Queen’s Road East, Hong Kong (**the “Investor”**);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission (“**SFC**”) to carry out Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 6 (advising on corporate finance), Type 7 (providing automated trading services) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AOK809), whose principal place of business is at 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (4) **GF Capital (Hong Kong) Limited**, a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the Securities and Futures Ordinance in Hong Kong (CE No. AOB163), whose principal place of business is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**”);
- (5) **CCB International Capital Limited**, a licensed corporation with SFC to carry out Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AJO225), whose principal place of business is at 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBIC**”); and

 (“**Huatai**”, “**GF Capital**” and “**CCBIC**” together, the “**Joint Sponsors**” and each a “**Sponsor**”)
- (6) **GF Securities (Hong Kong) Brokerage Limited** a licensed corporation with the SFC to carry out Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AOB364), whose principal place of business is at of 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”).

 (“**Huatai**”, “**GF Securities (Hong Kong) Brokerage**” and “**CCBIC**” together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

- (i) a public offering by the Company for subscription of 703,600 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 6,331,950 H Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
- (B) Huatai, GF Capital and CCBIC are acting as the Joint Sponsors of the Global Offering.
- (C) Huatai, GF Securities (Hong Kong) Brokerage and CCBIC are acting as the Overall Coordinators of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions, unless the context suggests otherwise, shall have the following meanings unless otherwise specified:

“**affiliates**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means The Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined in the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

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

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

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

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules;

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

“**CSRC**” means the China Securities Regulatory Commission;

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on May 15, 2023 pursuant to Article 13 of 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》);

“**CSRC Filing Rules**” means 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, as amended, supplemented or otherwise modified from time to time;

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

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial,

state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

“**Group**” means the Company and its subsidiaries;

“**H Shares**” means the overseas listed foreign shares in the share capital of the Company having a nominal value of RMB1.00 each, which are to be traded in Hong Kong dollars and to be listed on the Stock Exchange;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“**International Offering**” has the meaning given to it in Recital (A);

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Joint Sponsors**” has the meaning given to it in Recital (B);

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“**Levies**” means aggregate of the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015%, (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

“**Listing Guide**” means the “Guide for New Listing Applicants” published by the Stock Exchange, as amended or supplemented or otherwise modified from time to time;

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

requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“**Lock-up Period**” has the meaning given to it in clause 5.1;

“**Offer Price**” means the Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

“**Overall Coordinators**” has the meaning given to it in Recital (C);

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

“**PRC**” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**related relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“**Regulation S**” means Regulation S under the Securities Act;

“**Regulators**” has the meaning given to it in clause 6.2(i);

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

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

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

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

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**US\$**” or “**US dollar**” means the lawful currency of the United States; and

“**U.S. Person**” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute or statutory provision includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date (or the Delayed Delivery Date, as applicable) and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a qualified institutional buyers (“**QIB(s)**”) as defined in Rule 144A under the Securities Act or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to

be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:
 - (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Closing) accurate and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Joint Sponsors or their affiliates, and/or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that, in the opinion of the Company, the Overall Coordinators and the Joint Sponsors, the requirement pursuant to (i) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange and/or, (ii) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, cannot be satisfied, the Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor if it is amongst the top three largest public Shareholders in their sole and absolute discretion to ensure compliance with Rule 8.08 of the Listing Rules. Further, the Company and the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 4:00 p.m. (Hong Kong time) on the business day immediately prior to the Listing Date in Hong Kong dollars, notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Company and the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed**

Delivery Date”) later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Company and the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investors Shares as specified in clause 4.2.

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such Investor’s CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 None of the Company, the Overall Coordinators, the Joint Sponsors and their affiliates, and their respective officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport

disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii) and (b) in the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will use all reasonable endeavors to ensure that such disposal will not create a disorderly or false market in the H Shares and will comply with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

Subject to the above paragraph, the Company, the Overall Coordinators and the Joint Sponsors acknowledge that, after the expiry of the Lock-up Period, the Investor shall be free to dispose of any Relevant Shares, provided that the Investor shall use all reasonable endeavors to ensure that any such disposal will not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

- (a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence, to the satisfaction of the Company and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, undertakings, representations and warranties as provided in clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and, if applicable, the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.
- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 under the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Company’s controlling shareholder, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription and/or acquisition of the Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, agrees, and confirms to each of the Company, the Overall Coordinators and the Joint Sponsors that:
- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will

proceed or be completed (within any particular time period or at all), and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Governmental Authority, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and required under relevant laws, rules and regulations and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information in relation to and provided by the Investor is true, complete and accurate in all material respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators, and the Joint Sponsors may submit information about its purchase of the Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the China Securities Regulatory Commission), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority ;
- (e) the Offer Price is to be determined in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for and/or acquired by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for and/or the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rules 144 and Rule 144A or any

other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares, or any general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors,

officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (v) none of the Overall Coordinators, the Joint Sponsors, the CMI, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the underwriters or the CMIs in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors and their respective

affiliates, subsidiaries, directors, officers, employees, agents, advisors, associates, partners and representatives and other parties participating in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

- (z) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws, regulations or relevant rules of any competent securities exchange;
- (aa) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (bb) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;
- (cc) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (dd) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement;
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 4:00 p.m. (Hong Kong time) on the business day immediately prior to the Listing Date.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect, or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution, delivery and performance of this Agreement by the Investor, and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide , or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (together the “**Regulators**”, each a “**Regulator**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the

Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner, if any, of the Investor Shares and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any related relationship between the Investor, or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Joint Sponsors, underwriters or the CMI in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or supervisor or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

- (o) the Investor and the Investor's holding company and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company, its connected persons (as defined in the Listing Rules) and their respective associates; (ii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company, except that the Investor itself is a close associate of, Shenzhen Tianzheng Investment Co., Ltd., one of the existing shareholders of the Company; and (v) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing.
- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its holding company and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its holding company nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its

associates or a nominee of any of the foregoing, save for that the Investor is a close associate of Shenzhen Tianzheng Investment Co., Ltd., one of the existing shareholders of the Company;

- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor" and "existing shareholder and close associate ") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement; or (c) any category of the persons described under paragraph 5(2) in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities);
- (u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) the subscription for and/or acquisition of the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 and under the Listing Guide published by the Stock Exchange and will refrain from acting in any manner that would cause the Company, the Joint Sponsors, the Overall Coordinators to be in breach of such provisions;
- (w) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (x) none of the Investor, its holding company and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators and the Joint Sponsors, or by any one of the underwriters or the CMI's of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) no agreement or arrangement, including any side letter which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide published by the Stock Exchange) has been or shall be entered into or made between the Investors or its affiliates, directors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents on the other hand;

- (z) save for those to be notified by the Investor to the Company, the Joint Sponsors, the Overall Coordinators, none of the Investor or any of its associates has applied for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its holding company or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors, and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by the Company or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the CSRC, the Stock Exchange and the SFC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMI's and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the

truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters and the CMIs of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties, and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company, the Company's controlling shareholder, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including

Chapter 4.15 under the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents;

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and
- (g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

6.9 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that it has read and understood the Professional Investor treatment notice as set out in Schedule 3.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the acknowledgements, confirmations, representations, warranties, and undertakings by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall

have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement (if applicable) entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, the CSRC, the Stock Exchange and the SFC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	No. 167 Guang'anmennei Street, Xicheng District, Beijing, PRC
Email:	medical_morpheus_ml@iflytek.com
Attention:	Liu Wei

If to the Investor, to:

Address:	1609, Three Pacific Place, 1 Queen's Road East, HK
Email:	daytonwang@cmhk.com
Facsimile:	+852 2858-8455
Attention:	Mr. Qinglu (Dayton) WANG

If to Huatai, to:

Address:	62/F, The Center, 99 Queen's Road Central, Hong Kong
Email:	projectmorpheus@htsc.com
Facsimile:	+852 3544 3884
Attention:	ECM Team (Project Morpheus)

If to GF Capital / GF Securities (Hong Kong) Brokerage, to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong
Email: ProjectMorpheus@gfgroup.com.hk
Facsimile: +852 2907 6178
Attention: ECM Team (Project Morpheus)

If to CCBIC, to:

Address: 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong
Email: PROJECT_MORPHEUS@ccbintl.com
Facsimile: +852 2523 1943
Attention: ECM Team (Project Morpheus)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.
- 10.3 The obligations of each of the Overall Coordinators and the Joint Sponsors (the “**Banks**”) as stipulated in this Agreement are several (and not joint or joint and several). None of the Overall Coordinators or the Joint Sponsors will be liable for any failure on the part of any of the other Banks to perform their respective obligations under this Agreement and no such failure shall affect the rights of any of the other Banks to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Overall Coordinators and the Joint Sponsors shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Banks.

- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor (if applicable), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. The Overall Coordinators or Joint

Sponsors shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. 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). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 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:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties 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. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 If any underwriter of the Global Offering that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

If any underwriter that is a Covered Entity or a BHC Act Affiliate of such underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default

Rights under this Agreement that may be exercised against such underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

- (a) "**BHC Act Affiliate**" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
- (b) "**Covered Entity**" means any of the following:
 - (1) a "**covered entity**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
 - (2) a "**covered bank**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
 - (3) a "**covered FSI**" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- (c) "**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
- (d) "**U.S. Special Resolution Regime**" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

10.19 The obligations of each of the Joint Sponsors, the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or the Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors, the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and the Overall Coordinators, to the extent permitted by applicable Laws.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of

the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

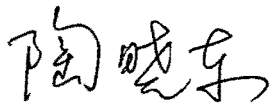
13. COUNTERPARTS

- 13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

[remainder of this page intentionally left blank. signature page to follow.]

For and on behalf of
为且代表

Xunfei Healthcare Technology Co., Ltd.
讯飞医疗科技股份有限公司



Name: Tao Xiaodong
姓名: 陶晓东

Title: Executive Director and General Manager
职务: 执行董事及总经理

FOR AND ON BEHALF OF:

Star Group Limited
For and on behalf of
STAR GROUP LIMITED
星 群 有 限 公 司


.....
Authorized Signature(s)

Name: MR. Xiaoding WANG

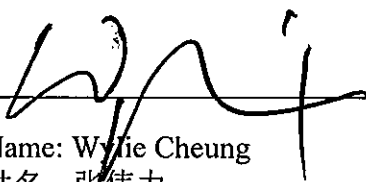
Title: Director

FOR AND ON BEHALF OF:

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股（香港）有限公司



Name: Wylie Cheung

姓名: 张伟力

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

GF Capital (Hong Kong) Limited

广发融资（香港）有限公司



Name: Patricio Lau

姓名：刘珀豪

Title: Director

职位：董事

FOR AND ON BEHALF OF:

为及代表

GF Securities (Hong Kong) Brokerage Limited

广发证券(香港)经纪有限公司



Name: Alex Yan

姓名: 阎明

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

CCB International Capital Limited

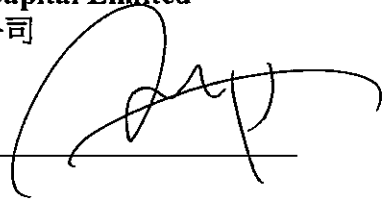
建银国际金融有限公司

Name: Michelle Pan

姓名: 潘丽容

Title: Managing Director

职位: 董事总经理

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

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar **TWENTY EIGHT MILLION (HK\$28,000,000.00)** (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 50 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering – Reallocation and Clawback” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange. Further, the Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, provided that prior written notification has been provided to the Investor.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	467294
Business registration number:	17865041-000-03-24-6
LEI number:	Not applicable
Principal activities:	Investment
Ultimate controlling shareholder:	China Merchants China Direct Investments Limited (00133 HK) ("CMCDI")
Place of incorporation of ultimate controlling shareholder:	Hong Kong
Business registration number of ultimate controlling shareholder:	16959190-000-04-24-7
Principal activities of ultimate controlling shareholder:	Investment
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Star Group Limited (the " Star Group ") is a company incorporated in Hong Kong which is wholly owned by China Merchants China Direct Investments Limited (招商局中國基金有限公司), a company listed on the Hong Kong Stock Exchange (Stock Code: 00133) (the " CMCDI "). CMCDI and its subsidiaries including Star Group are principally engaged in equity investments in the PRC. With an initial capital of US\$100 million, CMCDI started its operation in 1993. To date, it has developed and acquired a number of diversified interests in the sectors of financial services; culture, media and consumption; information technology; manufacturing; energy and resources; medical; etc. Star Group is principally engaged in equity investment. As of June 30, 2024, the unaudited total

assets of CMCDI and its subsidiaries amounted to US\$ 757.70 million and the unaudited total assets of Star Group amounted to US\$ 28.10 million.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places

Cornerstone Investor, and Existing shareholder and Close Associate;

SCHEDULE 3

PROFESSIONAL INVESTOR TREATMENT NOTICE

You are eligible to become a professional investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

- (i) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as ascertained in (a) its latest audited financial statements prepared within the last 16 months or (b) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the trust corporation, issued or submitted within 12 months;
- (ii) an individual having a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as ascertained in a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the individual, issued or submitted within 12 months, when taking into account (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate and (d) a portfolio of a corporation which has as its principal business the holding of investments and is wholly owned by the individual;
- (iii) a corporation:
 - (a) having a portfolio of not less than HK\$8 million or total assets of not less than HK\$40 million as ascertained in (1) its latest audited financial statements prepared within the last 16 months or (2) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the partnership, issued or submitted within 12 months;
 - (b) having as its principal business the holding of investments and is wholly owned by any one or more of the following persons: a trust corporation specified in paragraph (i) above, an individual specified in paragraph (ii) above, a partnership specified in paragraph (iv) below, a corporation specified in this sub-paragraph (iii)(b) or sub-paragraph (iii)(a) above, or a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" under section 1 of Part 1 of Schedule 1 to the SFO; or
 - (c) wholly owning a corporation referred to in sub-paragraph (iii)(a) above; or
- (iv) a partnership having a portfolio of not less than HK\$8 million or total assets of not less than HK\$40 million, as ascertained in (a) its latest audited financial statements prepared within the last 16 months or (b) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the partnership, issued or submitted within 12 months.

Huatai Financial Holdings (Hong Kong) Limited, GF Capital (Hong Kong) Limited and CCB International Capital Limited (the “Joint Sponsors”) have determined your eligibility as a professional investor (“PI”) based on the information you have given to the Joint Sponsors. You will inform the Joint Sponsors promptly in the event any such information ceases to be true, complete and accurate.

By returning a signed copy of this Notice, you are providing consent to being categorized as a professional investor by the Joint Sponsors.

As a consequence of you being categorized as a professional investor, the Joint Sponsors are not required to provide you with contract notes and/or monthly statements and/or receipts of your account under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules.

Also, as a consequence of you being categorized as a professional investor, the Joint Sponsors are not required to provide you with information about its businesses or the identity and status of employees and others acting on their behalf with whom you will have contact. The Joint Sponsors are not required to confirm promptly with you the essential features of a transaction after effecting it for you. The Joint Sponsors are also not required to provide you with documentation on the Nasdaq-Amex Pilot Program.

If you do not wish to be treated as a professional investor, please inform the Joint Sponsors promptly in writing and the Joint Sponsors will withdraw your status accordingly as soon as practicable.

Should you have any queries on this notice or require any guidance in completing these documents, please do not hesitate to contact the Joint Sponsors.

基石投资协议

2024年12月16日

讯飞医疗科技股份有限公司

及

HONOUR GOAL INVESTMENTS LIMITED

(達安投資有限公司)

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

建银国际金融有限公司

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本协议（下文简称「本协议」）乃于 2024 年 12 月 16 日订立，

订约方：

1. **讯飞医疗科技股份有限公司**（一家于中华人民共和国注册成立的股份有限公司，主要营业地址位于中国北京市西城区广安门内大街 167 号，下文简称「本公司」）；
2. **HONOUR GOAL INVESTMENTS LIMITED (達安投資有限公司)**（一家在香港注册成立的公司，注册办事处位于香港中环康乐广场 1 号怡和大厦 19 层 1904-09 室，下文简称「投资者」）；
3. **Huatai Financial Holdings (Hong Kong) Limited**（华泰金融控股（香港）有限公司）（一家在香港《证券及期货条例》下持有第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动交易服务）及第 9 类（提供资产管理）牌照并从事相应受规管活动的持牌法团（中央编号：AOK809），而其主要业务地点为香港皇后大道中 99 号中环中心 62 楼，下文简称「Huatai」）；
4. **GF Capital (Hong Kong) Limited**（广发融资（香港）有限公司）（一家在香港《证券及期货条例》下持有第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AOB163），而其主要业务地点为香港湾仔骆克道 81 号广发大厦 27 楼，下文简称「GF Capital」）；
5. **CCB International Capital Limited**（建银国际金融有限公司）（一家在香港《证券及期货条例》下持有香港证监会第 1 类（证券交易）、第 4 类（就证券提供意见）和第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AJO225）而其主要业务地点为香港中环干诺道中 3 号中国建设银行大厦 12 楼，下文简称「CCBIC」）；及

(Huatai、GF Capital 及 CCBIC 统称为「联席保荐人」，及各为一名「保荐人」)

6. **GF Securities (Hong Kong) Brokerage Limited** (广发证券（香港）经纪有限公司) (一家在香港《证券及期货条例》下持有第 1 类（证券交易）及第 4 类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AOB364），而其主要业务地点为香港湾仔骆克道 81 号广发大厦 27 楼，下文简称「GF Securities (Hong Kong) Brokerage」)。

(Huatai、GF Securities (Hong Kong) Brokerage 及 CCBIC，统称为「整体协调人」及各为一名「整体协调人」)

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）主板上市其 H 股股份（定义见下文）（下文简称「全球发售」），包括：

- (i) 本公司在香港公开发售其 703,600 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售 6,331,950 股 H 股股份（可予重新分配及视乎超额配股权行使与否而定）(包括向香港的专业及机构投资者配售)(下文简称「国际发售」)。
- (B) Huatai、GF Capital 及 CCBIC 担任全球发售的联席保荐人。
- (C) Huatai、GF Securities (Hong Kong) Brokerage 及 CCBIC 担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指按《费用规则》（定义见《上市规则》）第 7(1)段规定，以投资总额的 1%计算的经纪费；；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「交割」指根据本协议的条款及条件进行的投资者股份认购交割；

「资本市场中介」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「行为守则」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「公司条例」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「公司(清盘及杂项条文)条例」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「关连人士/核心关连人士」应具有上市规则赋予的含义；

「控股股东」应具有上市规则赋予的含义；

「合约(第三者权利)条例」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「中国证监会」指中国证券监督管理委员会；

「中国证监会备案报告」指根据《境内企业境外证券发行和上市管理试行办法》第十三条，公司于 2023 年 5 月 15 日向中国证监会提交的与本次全球发售有关的备案报告，包括任何修订、补充及 / 或修改；

「中国证监会备案规则」指中国证监会发布的《境内企业境外发行证券并上市管理试行办法》及配套指引、经不时修订、补充或另行修改；

「中国证监会备案」指以任何形式向中国证监会发出或将会发出的，根据中国证监会备案规则及其他适用的中国证监会规则和要求就本次全球发售或与本次全球发售相关的任何函件、备案、通信、通讯、文件、回复、承诺及提交文件，包括任何修订、补充及 / 或修改（包括但不限于中国证监会备案报告）；

「延迟交割日」指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「处置」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相

关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所（包括但不限于联交所、香港证监会及中国证监会）、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其附属公司；

「**H 股**」指本公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元买卖；

「**港元**」指香港的法定货币；

「**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)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「**联席保荐人**」具有序文(B)赋予的含义；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、措施以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指导、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日期；

「**上市指南**」指联交所出版的《新上市申请人指南》，经联交所不时修订、补充或另行修改；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售或出售的每股港元价格（不包括经纪费及征税）；

「**整体协调人**」具有序文（C）赋予的含义；

「**超额配售权**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**人民币**」指中国的法定货币人民币；

「**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配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）以及据此颁布的规则及法规；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例或法例条文的提述应包括：

- (i) 对该等法例、法规或规则法例条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文、法规或规则（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「人士」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「包括」、「包括」和「包括」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、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项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日（或在延迟交割日（如适用））投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个工作日的时间书面通知本公司、整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属证券法第 144 条定义的合资格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出

的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

- 2.3 本公司及整体协调人可根据第 4.3 条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。
- 2.4 本公司及整体协调人（为其/彼等自身以及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 交割条件

- 3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第2.1条各自发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于交割之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)条和 3.1(e)所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人豁免)方可作实：
 - (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
 - (b) 本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）已议定发售价；
 - (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；

- (d) 任何政府机构均未颁布禁止全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，而该等公布的接受通知及/或备案结果在 H 股于联交所开始买卖前并无被拒绝、撤回、撤销或宣布无效；
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至本协议签署日）并将（截至交割时）在所有方面均准确、真实及不具误导性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免（惟 3.1(a)、3.1(b)、3.1(c)、3.1(d)条和 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免），投资者认购投资者股份的义务以及本公司、整体协调人各自发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快及在任何情况下不晚于本协议终止日期起计 30 天免息退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，若全球发售延迟或终止、未能进行或因任何原因未能于所述的日期及时间完成或根本无法完成，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售延迟或终止、未能进行或因任何原因未能在规定的日期及时间完成或根本无法完成的理由，提起针对本公司、整体协调人及/或联席保荐人或彼等附属人士，及/或彼等各自的附属公司、高级人员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 交割

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等的附属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售交割之时或延迟交割日予以认购。

若本公司、整体协调人及联席保荐人认为，上市规则(i) 第 8.08(1)条项下最低公众持股量要求或联交所之批准及/或(ii)第 8.08(3)条项下的要求

（规定本公司的三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过 50%）无法满足，且如果投资者是前三大公众股东之一，整体协调人、联席保荐人及本公司有权全权酌情决定调整分配可供投资者认购的投资者股份数目，以确保遵守上市规则第 8.08 条。此外，本公司及整体协调人可凭全权绝对酌情权调整投资者股份数目，以符合上市规则附录 F1（权益证券配售指引）。

- 4.2 投资者应及/或促使合格境内机构投资者应于上市日前一个工作日下午 4 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者及/或合格境内机构投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税，即使（如适用）投资者股份的交割在延迟交割日期进行。
- 4.3 若公司及整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i)于不晚于上市日前两(2)个营业日的时间书面通知投资者及合格境内机构投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后五(5)个营业日。公司及整体协调人的决定应为最终决定，对投资者具有约束力。即使投资者股份将于延迟交割日交付投资者或合格境内机构投资者，投资者仍需及/或促使合格境内机构投资者根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于三(3)个营业日由投资者或合格境内机构投资者通知整体协调人指定的中央结算系统投资者或合格境内机构投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者及/或合格境内机构投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、成本、开支、申索、诉讼、负债、法律程序或损害，在任何情况下，投

资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.7 本公司、整体协调人、联席保荐人及彼等联署人士，及彼等各自的附属公司、高级人员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表（视情况而定）因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日起（含该日）至上市日后六(6)个月（含该日）止期间（下文简称「禁售期」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并确保该处置将不会造成 H 股股份的市场混乱或虚假市场，以及遵守所有适用法律、法规和所有主管司法管辖区的证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

在不抵触上一段规定的前提下，本公司、整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司及整体协调人，并应尽一切合理努力确保任何该等处置不会造成 H 股股份的市场混乱或虚假，且另行遵循所有适用法律法

规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知（包括但不限于注册地、公司注册号和营业执照号码）、其与投资者的关系以及该附属公司的业务，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的相同承认、承诺、声明和保证；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司，该其他全资附属公司应或（如适用）投资者应促使该其他全资附属公司作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的承认、承诺、声明及保证，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人，并且不是为了美国人的账户或利益而购买相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直

接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会于上市日起十二(12)个月内成为上市规则所指的本公司核心关连人士，并且投资者及其紧密联系人 在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

- 5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人不得，在全球发售中通过建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。
- 5.5 投资者及其附属人士、董事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的附属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括联交所刊发的《上市指南》第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其附属人士、董事、高级人员、雇员或代理已经或将要订立该等安排或协议。
- 5.6 投资者将使用内部资源（不获取外部融资）来为其认购和/或收购投资者股份提供资金。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人承认、同意和确认：
 - (a) 本公司、整体协调人、联席保荐人及彼等各自的附属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者负责。投资者在此放弃以全球发售因任何原因延迟或未能于预计日期及时间完成、无法进行或完成为由对本公司、整体协调人及联席保荐人及其各自的附属公司提出任何索赔或诉讼的任何权利（如有）；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为全球发售或另行根据公司(清盘及杂项条文)条例及上市规则规定的重要合约，须向香港监管机构提交及在全球发售时予以展示；

- (c) 根据《上市规则》规定须向联交所提交或在 FINI 上提交或其他政府部门规定须提交的有关投资者的资料，投资者须在合理切实可行的范围内尽快提供，并将与本公司、联交所、证监会及根据相关法律、规则和规例所需和规定的其他政府机关披露或共享，并将纳入一份综合承配人名单，该名单将在 FINI 上披露给参与全球发售的整体协调人(定义见《上市规则》)；与投资者有关的和由投资者提供的所有该等信息在各方面均真实、完整和准确，且无误导；
- (d) 在相关法律、规则及规例规定需提交及 / 或政府机关要求提交的情况下，投资者确认及同意本公司、整体协调人及联席保荐人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交有关其根据本协议购买股份或以其他方式参与配售的信息；
- (e) 发售价将根据全球发售的条款及条件（根据相关承销协议）协商厘定，投资者无权提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购或收购；
- (g) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市指南》第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 整体协调人及本公司有权凭全权绝对酌情权调整投资者股份数目的分配，以符合 (i) 《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或 (ii) 《上市规则》第 8.08(1)条规定的最低公众持股量或联交所另行批准的；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售交割之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就认购或收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进

行者除外)、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让(除非经该司法权区的适用法律许可);

- (m) 其明白及同意, 转让投资者股份仅可依据(A) 证券法第 144 条或该规则项下的其他可用豁免在美国境内;或(B) 《证券法》下 S 规例在美国境外于「离岸交易」(定义见 S 规例)中转让投资者股份, 且以上应遵循美国任何州及任何其他司法权区的适用法律, 代表该等投资者股份的任何股份证书应载有达到该等效果的说明;
- (n) 其明白, 本公司、整体协调人或联席保荐人或国际发售的任何国际包销商, 或其各自的附属公司、联属公司、董事、监事、管理人员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条和第 144A 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明;
- (o) 除第 5.2 条规定者外, 在投资者股份由附属公司持有的情况下, 若该附属公司在禁售期届满之前继续持有任何投资者股份, 投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件;
- (p) 其已收到(且在日后可能收到)构成证券及期货条例界定的与投资者对投资者股份的投资(及持有)有关的重大非公开信息及/或内幕信息, 其:
 - (i) 不得向任何人士披露该等信息, 惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表(下文简称「获授权接受者」)披露或法律另行要求者除外, 直至该信息并非因投资者或任何获授权接受者的过错成为公开信息;
 - (ii) 应以其最大努力确保其(已获根据第 6.1(p)条披露相关信息的)获授权接受者不将该等信息向任何其他人士披露(除非基于严格须知的原则向其他获授权接受者披露); 及
 - (iii) 不得并应确保其(已获根据第 6.1(p)条披露相关信息的)获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律(包括任何内幕交易规定)的方式购买、出售、交易或另行经营(不论直接或间接)H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具;
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料(不论采用书面或口头方式)不得复制、披露、传阅或传播至其他任何人士, 如此提供的信息及材料可能会更改、更新、修订及完善, 投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料(不论采用书面或口头方式)均不构

成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者或其附属人士或代表彼等行事的任何人士均未且亦不会就 H 股股份作出任何定向销售（定义见 S 规例），或做出任何与投资者股份有关的一般招揽或一般广告（定义见证券法 D 规例 502(c)）且投资者尚未因此取得投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、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）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、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未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士无需因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

- (v) 整体协调人、联席保荐人、资本市场中介机构、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或包销商或资本市场中介人获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、彼等联属人士及彼等各自的任何附属公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表和参与全球发售的其他方并未作出关于投资者股份将存在公开或活跃市场的保证；
- (z) 所有交易须遵循适用的法律及法规，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、法规或任何具有管辖权的证券交易所的相关规则对 H 股股份交易的限制；
- (aa) 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本公司认可；
- (bb) 若全球发售延迟或终止或因任何原因未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、

高级职员、雇员、顾问、代理或代表或参与全球发售的任何其他方均无需对投资者或其附属公司承担任何责任；

- (cc) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；
- (dd) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、整体协调人及/或联席保荐人之间没有其他存在的协议；及
- (ee) 投资者已同意，投资总额及相关经纪费及征税的付款应于上市日前一个工作日下午 4 时正或之前（香港时间）。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力并且未被宣告无效、撤销、撤回或废止，及该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者

进一步同意并承诺，如果批准因任何原因不再维持全部效力及有效，或者被宣告无效、撤销、撤回或废止，将立即通知公司、整体协调人及联席保荐人；

- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用的下文监管机构规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、中国证监会、香港证监会及任何其他政府、公共、货币或监管机构或机关或证券交易所(合称及各自为“**监管机构**”)提供并同意根据适用法律的要求或任何监管机构不时提出的要求披露信息（包括但不限于(i)投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）。；(ii)本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份资料以及该掉期安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其实益拥有人和合伙人与公司及其任何股东之间的任何相关关系）（统称“**投资者相关信息**”）在任何适用监管机构的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属公司董事、高级人员、雇员、顾问和代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息。
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非整体协调人、联席保荐人、包销商或资本市场中介人的客户；

- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或监事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求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/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司、其关连人士（定义见上市规则）及其各自联系人的第三方；(ii)并非本公司的关连人士或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)有财力履行本协议项下的所有义务;(iv)并未直接或间接接受(a)本公司的任何核心关连人士（定义见上市规则）或 (b)本公司、本公司或任何附属公司的任何董事、最高行政管理人员、控股股东、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受任何该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等关连人士的指示；(v) 与本公司或其任何股东并无任何关联关系，除非另行向本公司、联席保荐人及整体协调人书面披露；(vi)不属于上市规则附录 F1（权益证券配售指引）第 5(2)段所述类别人士；
- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（权益证券的配售指引）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (t) 除先前以书面形式通知联席保荐人及整体协调人，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所载或 FINI 界面或上市规则就承配人而规定须披露的任何承配人类别（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）须在本公司配发结果公告中指明的任何承配人类别；
- (u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (v) 认购及收购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、联交所刊发的《上市指南》第 4.15 章的规定，且不会采取任何可能导致本公司、联席保荐人及／或整体协调人违反该等规定的行为；
- (w) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何包销商或资本市场中介人的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者、其联属人士、董事、高级职员、雇员或代理为一方，与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理为另一方之间并无已订立或将订立任何协议或安排，包括任何不符合或违反上市规则（包括联交所刊发的《上市指南》第 4.15 章）的附函；
- (z) 除投资者将知会本公司、联席保荐人及整体协调人的事项，投资者或其任何联系人概无根据本协议申请或透过累计投标程序发出任何全球发售下 H 股的订单；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及／或联系人并未订立且不会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；及

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何股份（根据本协议的投资者股份除外）。

- 6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述以及向监管机构及/或本公司、联席保荐人、整体协调人及其各自的关联方提供和/或根据监管机构及/或本公司、联席保荐人、整体协调人及其各自的关联方要求提供的所有投资者相关信息在所有方面属真实、完整及准确，且不具误导性。在无损第 6.1(b) 条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司或代表本公司、整体协调人及/或联席保荐人就全球发售可能发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括中国证监会、联交所及香港证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的包销商及资本市场中介人（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的承认、确认、声明、保证及承诺（视情况而定）应解释为单独的承认、确认、声明、保证及承诺，并应视为在上市日及（如适用）延迟交割日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据其成立地法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (d) 本公司、本公司的控股股东、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所刊发的《上市指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- (f) 本协议已由其正式授权、签署和交付，并构成其有效和具有约束力的义务，并可根据其条款对其强制执行，且本公司已采取并将采取一切必要步骤履行其在本协议项下的义务并使本协议和本协议项下拟定的交易生效；以及
- (g) 其将遵守与其发行和/或交付投资者股份的协议有关的所有相关法律法规。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

6.9 投资者向公司、整体协调人及联席保荐人声明并保证其已阅读并理解附表 3 所载的被视作专业投资者对待的通知。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
 - (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售交割日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可各自单方面终止本协议（不论本协议是否有任何相反规定）；或
 - (c) 经本协议所有各方书面同意终止。
- 7.2 在不影响第 7.3 条的情况下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。
- 7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议（如适用）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括中国证监会、联交所及香港证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、

命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及予以展示）。

- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所和香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：中国北京市西城区广安门内大街 167 号
电邮：medical_morpheus_ml@iflytek.com
收件人：刘伟

若发送至投资者，则发送至：

地址：香港中环康乐广场 1 号怡和大厦 19 层 1904-09 室
电邮：carmen_chan@ccx.cn
收件人：Carmen Chan

若发送至 Huatai，则发送至：

地址：香港皇后大道中 99 号中环中心 62 楼
电邮：projectmorpheus@htsc.com
传真：+852 3544 3884
收件人：ECM Team (Project Morpheus)

若发送至 GF Capital / GF Securities (Hong Kong) Brokerage, 则发送至:

地址: 香港湾仔骆克道 81 号广发大厦 27 楼
电邮: ProjectMorpheus@gfgroup.com.hk
传真: +852 2907 6178
收件人: ECM Team (Project Morpheus)

若发送至 CCBIC, 则发送至:

地址: 香港中环干诺道中 3 号中国建设银行大厦 12 楼
电邮: PROJECT_MORPHEUS@ccbintl.com
传真: +852 2523 1943
收件人: ECM Team (Project Morpheus)

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付, 则在交付时视为已收到, 如通过传真发送, 则在收到传输确认后视为已收到, 若通过电邮发送, 则为电邮妥为发送之时 (无论电子邮件是否被确认, 除非发件人收到电子邮件未送达的自动消息), 如通过预付邮资的邮寄方式发送, 在没有证据证明提前收到的情况下, 则在其邮寄 48 小时后 (在通过航空邮寄发送的情况下, 则在六日后) 视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明, 本协议已经其妥为授权、签署及交付, 构成其合法、有效及有约束力的义务, 可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外, 概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务, 各方进一步确认, 其可履行本协议项下所述义务。
- 10.2 除有明显错误外, 本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.3 投资者、本公司、整体协调人及联席保荐人应就为本协议及本协议项下拟进行的交易的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.4 对本协议的任何修改或变更均无效, 除非其采用书面形式且经本协议各方或其代表签字。为避免疑义, 对本协议的任何修改或变更无需事先通知或获得非本协议方任何人士的同意。
- 10.5 本协议将仅以中文签署。

- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定交割，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外（如适用），本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12 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，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；
或

(b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.17 如果任何属适用主体的全球发售下的包销商成为根据美国特别决议制度进行的法律程序所涉的对象，该包销商对本协议、本协议项下任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。

如果任何属适用主体的全球发售下的包销商或该包销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该包销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

(a) “《银行控股公司法》关联方”具有《美国法典》第12篇第1841(k)节中对“关联方”规定的含义，并据之解释。

(b) “适用主体”是指以下任何主体：

(1) 《美国联邦法规》第12篇第252.82(b)节中定义（且据其解释）的“适用实体”；

(2) 《美国联邦法规》第12篇第47.3(b)节中定义（且据其解释）的“适用银行”；或

(3) 《美国联邦法规》第12篇第382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

(c) “违约权”具有《美国联邦法规》第12篇第252.81节、第47.2节或第382.1节（以适用者为准）中规定的含义，并据之解释。

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，

和(ii)《多德-弗兰克华尔街改革和消费者保护法》第II篇及据之颁布的规定。

10.18 本协议项下各联席保荐人及整体协调人的义务为各自承担（而非共同或连带）。如果联席保荐人或整体协调人未能履行其在本协议项下的各自义务，则其他联席保荐人或整体协调人均不承担任何责任，且此类不履行不得影响其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人整体协调人有权单独或与其他联席保荐人及总协调人共同执行其在本协议项下的部分或全部权利。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

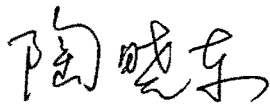
13.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

[本页余下部分为有意留空，签字页后附]。

For and on behalf of
为且代表

Xunfei Healthcare Technology Co., Ltd.
讯飞医疗科技股份有限公司



Name: Tao Xiaodong
姓名: 陶晓东

Title: Executive Director and General Manager
职务: 执行董事及总经理

为及代表

HONOUR GOAL INVESTMENTS LIMITED

(達安投資有限公司)



姓名： 元振華

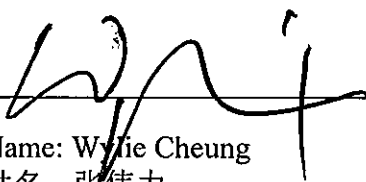
职衔： 董事

FOR AND ON BEHALF OF:

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股（香港）有限公司



Name: Wylie Cheung

姓名: 张伟力

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

GF Capital (Hong Kong) Limited

广发融资（香港）有限公司



Name: Patricio Lau

姓名：刘珀豪

Title: Director

职位：董事

FOR AND ON BEHALF OF:

为及代表

GF Securities (Hong Kong) Brokerage Limited

广发证券(香港)经纪有限公司



Name: Alex Yan

姓名: 阎明

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

CCB International Capital Limited

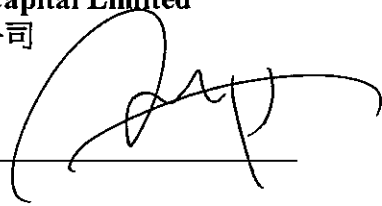
建银国际金融有限公司

Name: Michelle Pan

姓名: 潘丽容

Title: Managing Director

职位: 董事总经理

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

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)8,000,000.00 美元的等值港元（按招股章程所引用的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 50 股 H 股股份）。

根据上市规则第 18 项应用指引第 4.2 段、联交所刊发的《新上市申请人指南》第 4.15 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认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司有权凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 8.08(1)条规定的最低公众持股量或联交所另行批准的。此外，本公司及整体协调人可全权酌情调整投资者股份数目，以符合上市规则附录 F1（权益证券配售指引）。

附表 2

投资者详情

投资者

注册成立地点:	香港
公司注册证书编号:	2824241
商业登记号码:	70666604
法人机构识别编码	N/A
主要活动:	股权及证券投资
最终控股股东:	毛振华
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
最终控股股东的主要活动:	不适用
股东及持有的权益:	达安投资有限公司由中诚信(香港)投资服务有限公司全资拥有；中诚信香港由中诚信投资集团有限公司(「中诚信投资」)全资拥有。中诚信投资由湖北东亚实业有限公司持有 80% (最终由毛振华控制)，由其他股东持有 20%。
待插入招股章程的投资者描述:	達安投資有限公司(「達安」)為一家於 2019 年 5 月 3 日在香港註冊成立的有限公司，主要從事投資及諮詢管理。達安由中誠信(香港)投資服務有限公司(「中誠信香港」)全資擁有，中誠信香港為一家於香港註冊成立的有限公司。中誠信香港由中誠信投資集團有限公司(「中誠信投資」)全資擁有。中誠信投資為一家主要從事產業投資、資產管理、商業信息諮詢及企業管理諮詢的有限責任公司，由獨立第三方毛振華先生最終控制。中誠信投資亦參與 20 多個境內外股權投資項目，包括金融、房地產、滑雪度假區項目。截至 2024 年 9 月 30 日，

達安及中誠信香港的資產總值分別為
390.55 百萬港元及 81.60 百萬美元。

相关投资者类别（须包括在联交所 FINI 配
售人名单模板中或须由 FINI 界面就配售事
宜披露）

基石投资者

附表 3

被视作专业投资者对待的通知

鉴于您属于《证券及期货(专业投资者)规则》如下所述的一类人士，因此您符合专业投资者的资格：

- (i) 经(a)在过去16个月内拟备的最近期的经审计财务报表，或(b)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，获托付的总资产不少于40,000,000港元（或等值）的信托法团；
- (ii) 经在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该个人呈交的公开档案确定，并考虑到(a)该个人本人的帐户内的投资组合；(b)该个人联同其有联系者于某联权共有帐户内的投资组合；(c)该个人在联同一名或多于一名其有联系者以外的人士于某联权共有帐户内的投资组合中所占部分；(d)主要业务是持有投资项目并由该个人全资拥有的法团的投资组合，拥有证券及 / 或货币存款投资组合不少于8,000,000港元（或等值）的个人；
- (iii) 符合以下说明的法团：
 - (a) 经(1)在过去16个月内拟备的最近期的经审计财务报表，或(2)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，拥有投资组合不少于8,000,000港元或总资产不少于40,000,000港元；
 - (b) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有：上述第(i)段指明的信托法团、上述第(ii)段指明的个人、下述第(iv)段指明的合伙企业、本段及上述第(iii)(a)段指明的法团或属于或《证券及期货条例》附表1第1部第1条所载「专业投资者」的定义的(a)、(d)、(e)、(f)、(g)或(h)所指的专业投资者；或
 - (c) 全资拥有上述第(iii)(a)段所述的法团；或
- (i) 经(a)在过去 16 个月内拟备的最近期的经审计财务报表，或(b)在过去 12 个月内发出或呈交由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该合伙企业呈交的公开档案确定，拥有投资组合不少于 8,000,000 港元或总资产不少于 40,000,000 港元的合伙企业。

根据您提供的资料，华泰金融控股（香港）有限公司，广发融资（香港）有限公司及建银国际金融有限公司（“联席保荐人”）已确定您符合专业投资者（“专业投资者”）的资格。如果任何有关资料不再真实、完整及准确，您须立即通知我们。

交回本通知的经签署文本，即表示您同意被联席保荐人归类为专业投资者。

由于您被归类为专业投资者，根据《证券及期货(成交单据、户口结单及收据)规则》，联席保荐人毋须向您提供有关您账户的成交单据及 / 或月结单及 / 或收据。

此外，由于您被归类为专业投资者，联席保荐人毋须向您提供有关其业务或雇员及代表雇员行事且将与您联络的其他人士的身份及职位的资料。联席保荐人不需要在代表您执行交易后与您即时确认交易要点。联席保荐人也不需要向您提供有关纳斯达克—美国证券交易所试点计划的文件。

如果您不愿意被视作专业投资者，请立即以书面形式通知联席保荐人，联席保荐人会在实际可行的情况下尽快相应地撤销您的专业投资者身份。

如果您对本通知有任何疑问，或要求对如何填写该等文件提供指引，请联络我们。

确认接受被视作专业投资者对待

CORNERSTONE INVESTMENT AGREEMENT

DECEMBER 16, 2024

XUNFEI HEALTHCARE TECHNOLOGY CO., LTD.

(訊飛醫療科技股份有限公司)

AND

**GUANGDONG-MACAO IN-DEPTH COOPERATION ZONE IN HENGQIN
INDUSTRIAL INVESTMENT FUND (LIMITED PARTNERSHIP)**

(橫琴粵澳深度合作區產業投資基金（有限合夥）)

AND

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

AND

GF CAPITAL (HONG KONG) LIMITED

AND

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

AND

CCB INTERNATIONAL CAPITAL LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on December 16, 2024

AMONG:

- (1) **Xunfei Healthcare Technology Co., Ltd.** (訊飛醫療科技股份有限公司), a joint stock company with limited liability incorporated in the People’s Republic of China, whose principal place of business is at No. 167 Guang’anmennei Street, Xicheng District, Beijing, PRC (the “**Company**”);
- (2) **GUANGDONG-MACAO IN-DEPTH COOPERATION ZONE IN HENGQIN INDUSTRIAL INVESTMENT FUND (LIMITED PARTNERSHIP)** (橫琴粵澳深度合作區產業投資基金(有限合夥)), a limited partnership incorporated in the PRC, whose registered office is at Room 306, 3/F, No. 49-59, Baoxing Road, Hengqin, Zhuhai, PRC (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission (“**SFC**”) to carry out Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 6 (advising on corporate finance), Type 7 (providing automated trading services) and Type 9 (asset management) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AOK809), whose principal place of business is at 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (4) **GF Capital (Hong Kong) Limited**, a licensed corporation with the SFC to carry out Type 6 (Advising on Corporate Finance) regulated activity under the Securities and Futures Ordinance in Hong Kong (CE No. AOB163), whose principal place of business is at 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**”);
- (5) **CCB International Capital Limited**, a licensed corporation with SFC to carry out Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AJO225), whose principal place of business is at 12/F., CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBIC**”); and

 (“**Huatai**”, “**GF Capital**” and “**CCBIC**” together, the “**Joint Sponsors**” and each a “**Sponsor**”)
- (6) **GF Securities (Hong Kong) Brokerage Limited** a licensed corporation with the SFC to carry out Type 1 (dealing in securities) and Type 4 (advising on securities) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AOB364), whose principal place of business is at of 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”).

 (“**Huatai**”, “**GF Securities (Hong Kong) Brokerage**” and “**CCBIC**” together, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

WHEREAS:

- (A) The Company has made an application for the listing of its H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
- (i) a public offering by the Company for subscription of 703,600 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 6,331,950 H Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
- (B) Huatai, GF Capital and CCBIC are acting as the Joint Sponsors of the Global Offering.
- (C) Huatai, GF Securities (Hong Kong) Brokerage and CCBIC are acting as the Overall Coordinators of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions, unless the context suggests otherwise, shall have the following meanings unless otherwise specified:

“**affiliates**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means The Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined in the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

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

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

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

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules;

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

“**CSRC**” means the China Securities Regulatory Commission;

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on May 15, 2023 pursuant to Article 13 of 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》);

“**CSRC Filing Rules**” means 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, as amended, supplemented or otherwise modified from time to time;

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

“**Delayed Delivery Date**” means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state,

regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

“**Group**” means the Company and its subsidiaries;

“**H Shares**” means the overseas listed foreign shares in the share capital of the Company having a nominal value of RMB1.00 each, which are to be traded in Hong Kong dollars and to be listed on the Stock Exchange;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“**International Offering**” has the meaning given to it in Recital (A);

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor through QDII in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Joint Sponsors**” has the meaning given to it in Recital (B);

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“**Levies**” means aggregate of the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015%, (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“**Listing Date**” means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

“**Listing Guide**” means the “Guide for New Listing Applicants” published by the Stock Exchange, as amended or supplemented or otherwise modified from time to time;

“**Listing Rules**” means the Rules Governing the Listing of Securities on The Stock Exchange

of Hong Kong Limited, and the listing decisions, guides, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“**Lock-up Period**” has the meaning given to it in clause 5.1;

“**Offer Price**” means the Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;

“**Overall Coordinators**” has the meaning given to it in Recital (C);

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;

“**PRC**” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**QDII(s)**” means Qualified Domestic Institutional Investor(s) established under PRC law;

“**related relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“**Regulation S**” means Regulation S under the Securities Act;

“**Regulators**” has the meaning given to it in clause 6.2(i);

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor through QDII pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

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

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

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

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**US\$**” or “**US dollar**” means the lawful currency of the United States; and

“**U.S. Person**” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute or statutory provision includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors and that the condition under 3.1(g) can only be waived by the Investor and other terms and conditions of this Agreement:

- (a) the Investor will subscribe, through QDII, for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor and/or QDII, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date (or the Delayed Delivery Date, as applicable) and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay and/or procure QDII to pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a qualified institutional buyers (“**QIB(s)**”) as defined in Rule 144A under the Securities Act or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
- 2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors and that the condition under 3.1(g) can only be waived by the Investor) at or prior to the Closing:
 - (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Closing) accurate and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor; and
- (g) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Company under this Agreement are (as of the date of this Agreement) and will be (as of the Closing) accurate and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Company.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors and that the condition under 3.1(g) can only be waived by the Investor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the respective obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, confirmations and acknowledgements given by the

Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Joint Sponsors or their affiliates, and/or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares through QDII at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 In the event that, in the opinion of the Company, the Overall Coordinators and the Joint Sponsors, the requirement pursuant to (i) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange and/or, (ii) Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, cannot be satisfied, the Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor if it is amongst the top three largest public Shareholders in their sole and absolute discretion to ensure compliance with Rule 8.08 of the Listing Rules. Further, the Company and the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The Investor shall make, and/or procure QDII to make, full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 4:00 p.m. (Hong Kong time) on the business day immediately prior to the Listing Date in Hong Kong dollars, notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than three (3) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor and/or QDII under this Agreement.
- 4.3 If the Company and the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the “**Delayed Delivery Date**”) later than the Listing Date, the Overall Coordinators shall notify the Investor and

QDII in writing (i) no later than three (3) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than three (3) business days prior to the actual Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than five (5) business days following the last day on which the Over-allotment Option may be exercised. Such determination by the Company and the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor and/or QDII on the Delayed Delivery Date, the Investor shall nevertheless pay and/or procure QDII to pay, for the Investors Shares as specified in clause 4.2.

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor and/or QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such Investor or QDII's CCASS investor participant account or CCASS stock account as may be notified by the Investor or QDII to the Overall Coordinators in writing no later than three (3) business day prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay (or procure QDII to pay) for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5
- 4.7 None of the Company, the Overall Coordinators, the Joint Sponsors, the Investor and their affiliates, and their respective officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors, the Overall Coordinators and the Investor shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its (as the case may be) control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared),

terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii).

Subject to the above paragraph, the Company, the Overall Coordinators and the Joint Sponsors acknowledge that, after the expiry of the Lock-up Period, the Investor shall be free to dispose of any Relevant Shares, provided that the Investor shall use all reasonable endeavors to ensure that any such disposal will not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence, to the satisfaction of the Company and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor

undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, undertakings, representations and warranties as provided in clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and, if applicable, the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person, and is not acquiring the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates which are controlled by the Investor in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates which are controlled by the Investor in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention that the aggregate holding (direct and indirect) of Investor and its close associates in the total issued share capital of the Company reaches or exceeds 10% (or such

other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”).

- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates which are controlled by the Investor and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 under the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the Company’s controlling shareholder, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither itself nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, agrees, and confirms to each of the Company, the Overall Coordinators and the Joint Sponsors that:
- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all), and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators, the Joint Sponsors or their affiliates, and/or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Governmental Authority, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and required under relevant laws, rules and regulations and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information in relation to and provided by the Investor is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators, and the Joint Sponsors may submit information about its purchase of the Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the China Securities Regulatory Commission), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority ;
- (e) the Offer Price is to be determined in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for and/or acquired by the Investor (through the QDII) through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

- (k) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates who involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription for and/or the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rules 144 and Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed

in accordance with this clause 6.1(p) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) in respect of acquisition of Investor Shares under this Agreement, the Investor has not acquired the Investor Shares as a result of, and neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares, or any general solicitation or general advertising (within the meaning of

Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;

- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Overall Coordinators, the Joint Sponsors, the CMI, the other underwriters and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by

it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (x) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the underwriters or the CMI's in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective associates, affiliates, directors, supervisors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, officers, employees, agents, advisors, associates, partners and representatives and other parties participating in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (z) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws, regulations or relevant rules of any competent securities exchange;
- (aa) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (bb) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;
- (cc) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; and (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (dd) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and/or the

Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors and the non-disclosure agreement entered into between the Investor and the Company; and

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 4:00 p.m. (Hong Kong time) on the business day immediately prior to the Listing Date.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the

Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect, or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the execution, delivery and performance of this Agreement by the Investor, and the subscription for the Investor Shares by the Investor through QDII and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the subscription for the Investor Shares by the Investor through QDII or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares by the Investor through QDII, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (together the "**Regulators**", each a "**Regulator**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner, if any, of the Investor Shares and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares by the Investor through QDII (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares by the Investor through QDII, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any related relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received

all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Joint Sponsors, underwriters or the CMIs in connection with the transactions contemplated thereunder, except for the client relationship established with the QDII to subscribe for the Investor Shares through QDII. Notwithstanding any provision to the contrary to this Agreement, the aforementioned client relationship established between the Investor and the QDII shall not be deemed a violation of this Agreement;
- (l) it is subscribing for the Investor Shares through QDII as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by the it through QDII hereunder, and the Investor is not entitled to nominate any person to be a director or supervisor or officer of the Company;
- (m) (i) if subscribing for the Investor Shares through QDII in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares through QDII outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares through QDII in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and the Investor’s beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company, its connected persons (as defined in the Listing Rules) and their respective associates; (ii) are not connected persons or associates thereof of the Company and the Investor’s subscription for the Investor Shares through QDII will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing.

- (p) the Investor will use its own funds to subscribe for the Investor Shares through QDII, and the Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing and the client relationship established with the QDII to subscribe for the Investor Shares through QDII, each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares through QDII and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates which are controlled by the Investor is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor" and "connected client") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement; or (c) any category of the persons described under paragraph 5(2) in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities);
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) the subscription for and/or acquisition of the Investor Shares by the Investor through QDII will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 and under the Listing Guide published by the Stock Exchange;
- (w) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing

Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

- (x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by any one of the Overall Coordinators and the Joint Sponsors, or by any one of the underwriters or the CMI of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) no agreement or arrangement, including any side letter which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide published by the Stock Exchange) has been or shall be entered into or made between the Investors or its affiliates, directors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents on the other hand;
- (z) save for those to be notified by the Investor to the Company, the Joint Sponsors, the Overall Coordinators, none of the Investor or any of its associates has applied for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its beneficial owner(s) or any of its associates which are controlled by the Investor has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors, and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by the Company or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation

relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the CSRC, the Stock Exchange and the SFC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters and the CMIs of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties, and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company, the Company's controlling shareholder, any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 under the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents;
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and
- (g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering. The Company further confirms that there are no other agreements in place between the Investor on one hand, and the Company, on the other hand in relation to the Global Offering, other than this Agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors and the non-disclosure agreement entered into between the Investor and the Company.

6.9 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that it has read and understood the Professional Investor treatment notice as set out in Schedule 3.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the acknowledgements, confirmations, representations, warranties, and undertakings by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, save for clauses 8, 11, 12 and 13 which will survive termination of this Agreement, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to (i) the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination; and (ii) the relief that any Party may seek under clause 11 set forth below.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement (if applicable) entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by the Company and marketing, roadshow materials and other announcements to be issued by the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, partners, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, partners, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and

(ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, partners, directors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including, the CSRC, the Stock Exchange and the SFC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.

8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	No. 167 Guang'anmennei Street, Xicheng District, Beijing, PRC
Email:	medical_morpheus_ml@iflytek.com
Attention:	Liu Wei

If to the Investor, to:

Address: Room 306, 3/F, No. 49-59, Baoxing Road, Hengqin, Zhuhai 珠海市横琴宝兴路 49-59 号 3 楼 306 室
Email: yaqing.wang@cicc.com.cn
Attention: WANG Yaqing 王雅清

If to Huatai, to:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong
Email: projectmorpheus@htsc.com
Facsimile: +852 3544 3884
Attention: ECM Team (Project Morpheus)

If to GF Capital / GF Securities (Hong Kong) Brokerage, to:

Address: 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong
Email: ProjectMorpheus@gfgroup.com.hk
Facsimile: +852 2907 6178
Attention: ECM Team (Project Morpheus)

If to CCBIC, to:

Address: 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong
Email: PROJECT_MORPHEUS@ccbintl.com
Facsimile: +852 2523 1943
Attention: ECM Team (Project Morpheus)

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of this Agreement and for the purposes of this Agreement.
- 10.3 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement and the transactions contemplated under this Agreement.
- 10.4 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.5 This Agreement will be executed in the English language only.
- 10.6 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in their respective proportion as stipulated by relevant applicable laws.
- 10.7 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.8 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.9 Other than the non-disclosure agreement entered into by the Investor (if applicable), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.10 To the extent otherwise set out in this clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).
- 10.11 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice

of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. The Overall Coordinators or Joint Sponsors shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.12 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. 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). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.13 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:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.14 This Agreement shall be binding upon, and inure solely to the benefit of the Parties 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. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.16 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.17 The obligations of each of the Joint Sponsors, the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or the Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or the Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors, the Overall Coordinators shall be entitled to enforce any or all of

its rights under this Agreement either alone or jointly with the other Joint Sponsors and the Overall Coordinators, to the extent permitted by applicable Laws and this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

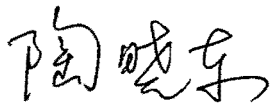
13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

[remainder of this page intentionally left blank. signature page to follow.]

For and on behalf of
为且代表

Xunfei Healthcare Technology Co., Ltd.
讯飞医疗科技股份有限公司



Name: Tao Xiaodong
姓名: 陶晓东

Title: Executive Director and General Manager
职务: 执行董事及总经理

FOR AND ON BEHALF OF:

GUANGDONG-MACAO IN-DEPTH COOPERATION ZONE IN HENGQIN INDUSTRIAL INVESTMENT FUND (LIMITED PARTNERSHIP)

(横琴粤澳深度合作区产业投资基金(有限合伙))



许中超

Name: 许中超

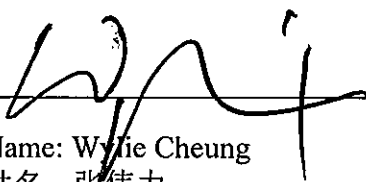
Title: 执行事务合伙人委派代表

FOR AND ON BEHALF OF:

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股（香港）有限公司



Name: Wylie Cheung

姓名: 张伟力

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

GF Capital (Hong Kong) Limited

广发融资（香港）有限公司



Name: Patricio Lau

姓名：刘珀豪

Title: Director

职位：董事

FOR AND ON BEHALF OF:

为及代表

GF Securities (Hong Kong) Brokerage Limited

广发证券(香港)经纪有限公司



Name: Alex Yan

姓名: 阎明

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

CCB International Capital Limited

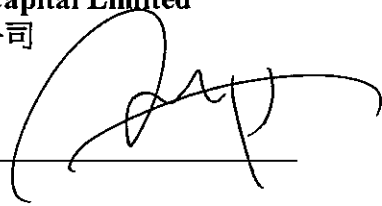
建银国际金融有限公司

Name: Michelle Pan

姓名: 潘丽容

Title: Managing Director

职位: 董事总经理

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

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 8 million (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 50 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering – Reallocation and Clawback” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) of the Listing Rules or as otherwise approved by the Stock Exchange. Further, the Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, provided that prior written notification has been provided to the Investor.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	PRC
Unified Social Credit Identifier:	91440400MACQ6YJE34
Business registration number:	N/A
LEI number:	N/A
Principal activities:	Equity investment, investment management, and asset management activities through private funds; and investment activities with proprietary funds
Ultimate beneficial owner:	The Finance Bureau of Guangdong-Macao In-Depth Cooperation Zone In Hengqin (橫琴粵澳深度合作區財政局)
Place of incorporation of ultimate beneficial owner:	N/A
Business registration number of ultimate beneficial owner:	N/A
Principal activities of ultimate beneficial owner:	N/A
Shareholder and interests held:	As to 0.0001% by CICC Capital Operation Co., Ltd. (中金資本運營有限公司); and As to 99.9999% by the Finance Bureau of Guangdong-Macao In-Depth Cooperation Zone In Hengqin (橫琴粵澳深度合作區財政局)
Description of the Investor for insertion in the Prospectus:	Guangdong-Macao In-Depth Cooperation Zone in Hengqin Industrial Investment Fund (Limited Partnership) (橫琴粵澳深度合作區產業投資基金(有限合夥))(the " Hengqin Investment Fund ") is a limited partnership incorporated in the PRC. It is managed by, and held as to 0.0001% by, CICC Capital Management Co., Ltd. (中金資本運營有限公司) as its general partner (the " CICC Capital "), and as to 99.9999% by the Finance Bureau of the Guangdong-Macao In-Depth Cooperation Zone

in Hengqin (橫琴粵澳深度合作區財政局) as its limited partner. CICC Capital is wholly owned by China International Capital Corporation Limited (中國國際金融股份有限公司), a company dually listed on the Stock Exchange (stock code: 3908) and the Shanghai Stock Exchange (stock code: 601995). As of June 30, 2024, the asset under management of CICC Capital is RMB422.90 billion.

Hengqin Investment Fund's investment into the Company would be completed through QDII programs in the PRC, of which it has engaged GF Securities Asset Management (Guangdong) Co., Ltd. (廣發證券資產管理(廣東)有限公司), an asset manager that is a QDII, to subscribe for such Offer Shares at the Offer Price on behalf of Hengqin Investment Fund.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places

Cornerstone Investor and Connected Client

SCHEDULE 3

PROFESSIONAL INVESTOR TREATMENT NOTICE

You are eligible to become a professional investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

- (i) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as ascertained in (a) its latest audited financial statements prepared within the last 16 months or (b) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the trust corporation, issued or submitted within 12 months;
- (ii) an individual having a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as ascertained in a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the individual, issued or submitted within 12 months, when taking into account (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate and (d) a portfolio of a corporation which has as its principal business the holding of investments and is wholly owned by the individual;
- (iii) a corporation:
 - (a) having a portfolio of not less than HK\$8 million or total assets of not less than HK\$40 million as ascertained in (1) its latest audited financial statements prepared within the last 16 months or (2) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the partnership, issued or submitted within 12 months;
 - (b) having as its principal business the holding of investments and is wholly owned by any one or more of the following persons: a trust corporation specified in paragraph (i) above, an individual specified in paragraph (ii) above, a partnership specified in paragraph (iv) below, a corporation specified in this sub-paragraph (iii)(b) or sub-paragraph (iii)(a) above, or a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" under section 1 of Part 1 of Schedule 1 to the SFO; or
 - (c) wholly owning a corporation referred to in sub-paragraph (iii)(a) above; or
- (iv) a partnership having a portfolio of not less than HK\$8 million or total assets of not less than HK\$40 million, as ascertained in (a) its latest audited financial statements prepared within the last 16 months or (b) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the partnership, issued or submitted within 12 months.

Huatai Financial Holdings (Hong Kong) Limited, GF Capital (Hong Kong) Limited and CCB International Capital Limited (the “Joint Sponsors”) have determined your eligibility as a professional investor (“PI”) based on the information you have given to the Joint Sponsors. You will inform the Joint Sponsors promptly in the event any such information ceases to be true, complete and accurate.

By returning a signed copy of this Notice, you are providing consent to being categorized as a professional investor by the Joint Sponsors.

As a consequence of you being categorized as a professional investor, the Joint Sponsors are not required to provide you with contract notes and/or monthly statements and/or receipts of your account under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules.

Also, as a consequence of you being categorized as a professional investor, the Joint Sponsors are not required to provide you with information about its businesses or the identity and status of employees and others acting on their behalf with whom you will have contact. The Joint Sponsors are not required to confirm promptly with you the essential features of a transaction after effecting it for you. The Joint Sponsors are also not required to provide you with documentation on the Nasdaq-Amex Pilot Program.

If you do not wish to be treated as a professional investor, please inform the Joint Sponsors promptly in writing and the Joint Sponsors will withdraw your status accordingly as soon as practicable.

Should you have any queries on this notice or require any guidance in completing these documents, please do not hesitate to contact the Joint Sponsors.

基石投资协议

2024年12月16日

讯飞医疗科技股份有限公司

及

XUNYI LIMITED (讯医有限公司)

及

合肥讯医创业投资合伙企业（有限合伙）

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

建银国际金融有限公司

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本协议（下文简称「本协议」）乃于 2024 年 12 月 16 日订立，

订约方：

1. **讯飞医疗科技股份有限公司**（一家于中华人民共和国注册成立的股份有限公司，主要营业地址位于中国北京市西城区广安门内大街 167 号，下文简称「**本公司**」）；
2. **XUNYI LIMITED (讯醫有限公司)**（一家于香港注册成立的有限公司，注册办事处位于 Room B3, 19F, Tung Lee Commercial Building, 91-97 Jervois Street, Sheung Wan, Western District, Hong Kong，下文简称「**投资者**」）；
3. **合肥讯医创业投资合伙企业（有限合伙）**（一家于中华人民共和国注册成立的有限合伙企业，注册办事处位于安徽省合肥市高新区长宁社区服务中心习友路 3333 号中国（合肥）国际智能语音产业园研发中心楼 606 室，下文简称「**担保人**」）；
4. **Huatai Financial Holdings (Hong Kong) Limited**（华泰金融控股（香港）有限公司）（一家在香港《证券及期货条例》下持有第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动交易服务）及第 9 类（提供资产管理）牌照并从事相应受规管活动的持牌法团（中央编号：AOK809），而其主要业务地点为香港皇后大道中 99 号中环中心 62 楼，下文简称「**Huatai**」）；
5. **GF Capital (Hong Kong) Limited**（广发融资（香港）有限公司）（一家在香港《证券及期货条例》下持有第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AOB163），而其主要业务地点为香港湾仔骆克道 81 号广发大厦 27 楼，下文简称「**GF Capital**」）；
6. **CCB International Capital Limited**（建银国际金融有限公司）（一家在香港《证券及期货条例》下持有香港证监会第 1 类（证券交易）、第 4 类（就证券提供意见）和第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AJO225），而其主要业务地点为香港中环干诺道中 3 号中国建设银行大厦 12 楼，下文简称「**CCBIC**」）；及

（Huatai、GF Capital 及 CCBIC 统称为「**联席保荐人**」，及各为一名「**保荐人**」）
7. **GF Securities (Hong Kong) Brokerage Limited**（广发证券（香港）经纪有限公司）（一家在香港《证券及期货条例》下持有第 1 类（证券交易）及第 4 类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AOB364），而其主要业务地点为香港湾仔骆克道 81 号广发大厦 27 楼，下文简称「**GF Securities (Hong Kong) Brokerage**」）。

（Huatai、GF Securities (Hong Kong) Brokerage 及 CCBIC，统称为「**整体协调人**」及各为一名「**整体协调人**」）

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）主板上市其 H 股股份（定义见下文）（下文简称「**全球发售**」），包括：
- (i) 本公司在香港公开发售其 703,600 股 H 股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售 6,331,950 股 H 股股份（可予重新分配及视乎超额配股权行使与否而定）(包括向香港的专业及机构投资者配售)(下文简称「**国际发售**」)。
- (B) Huatai、GF Capital 及 CCBIC 担任全球发售的联席保荐人。
- (C) Huatai、GF Securities (Hong Kong) Brokerage 及 CCBIC 担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。
- (E) 鉴于本公司、投资者、联席保荐人及整体协调人同意受本协议条款约束，担保人已同意订立本协议及作出若干声明、保证及承诺。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文意另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指按《费用规则》（定义见《上市规则》）第 7(1)段规定，以投资总额的 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**交割**」指根据本协议的条款及条件进行的投资者股份认购交割；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司章程**」指公司章程（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**控股股东**」应具有上市规则赋予的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**中国证监会**」指中国证券监督管理委员会；

「**中国证监会备案报告**」指根据《境内企业境外证券发行和上市管理试行办法》第十三条，公司于 2023 年 5 月 15 日向中国证监会提交的与本次全球发售有关的备案报告，包括任何修订、补充及 / 或修改；

「**中国证监会备案规则**」指中国证监会发布的《境内企业境外发行证券并上市管理试行办法》及配套指引、经不时修订、补充或另行修改；

「**中国证监会备案**」指以任何形式向中国证监会发出或将会发出的，根据中国证监会备案规则及其他适用的中国证监会规则和要求就本次全球发售或与本次全球发售相关的任何函件、备案、通信、通讯、文件、回复、承诺及提交文件，包括任何修订、补充及 / 或修改（包括但不限于中国证监会备案报告）；

「**延迟交割日**」指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3条通知投资者的较后日期；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所（包括但不限于联交所、香港证监会及中国证监会）、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其附属公司；

「**H 股**」指本公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元买卖；

「**港元**」指香港的法定货币；

「**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)赋予的含义；

「受弥偿方」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关信息」具有第 6.2(i)条所赋予的含义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「联席保荐人」具有序文(B)赋予的含义；

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、措施以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指导、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

「上市日」指 H 股股份在联交所主板的初始上市日期；

「上市指南」指联交所出版的《新上市申请人指南》，经联交所不时修订、补充或另行修改；

「上市规则」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指 H 股股份将根据全球发售或出售的每股港元价格（不包括经纪费及征税）；

「整体协调人」具有序文（C）赋予的含义；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「初步发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「专业投资者」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「招股章程」指本公司就香港公开发售在香港发布的最终招股章程；

「公开文件」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「关联关系」应具有中国证监会备案规则赋予的含义；

「S 规例」指证券法项下的 S 规例；

「监管机构」具有第 6.2(i)条赋予的含义；

「人民币」指中国的法定货币人民币；

「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配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的公司的任何股份或其他证券或权益；

「证券法」指美国 1933 年证券法（不时经修订、补充或另行修改）以及据此颁布的规则及法规；

「香港证监会」指香港证券及期货事务监察委员会；

「证券及期货条例」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「联交所」指香港联合交易所有限公司；

「附属公司」具有公司条例赋予的含义；

「美国」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对条款、子条款或附表的提述应指本协议的条款、子条款或附表；

- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例或法例条文的提述应包括：
 - (i) 对该等法例、法规或规则法例条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文、法规或规则（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「人士」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「包括」的提述应分别解释为包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、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项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日（或在延迟交割日（如适用））投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三十个工作日的时间书面通知本公司、整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属企业认购投资者股份：(A)属证券法第 144 条定义的合资格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

(a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者及担保人(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者及担保人在本第 2.2 条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人可根据第 4.3 条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 本公司及整体协调人（为其/彼等自身以及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 交割条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条各自发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于交割之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)条和 3.1(e)所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，而该等公布的接受通知及/或备案结果在 H 股于联交所开始买卖前并无被拒绝、撤回、撤销或宣布无效；
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至本协议签署日）并将（截至交割时）在所有方面均准确、真实及不具误导性，投资者及担保人并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免（惟 3.1(a)、3.1(b)、3.1(c)、3.1(d)条和 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免），投资者认购投资者股份的义务以及本公司、整体协调人各自发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快及在任何情况下不晚于本协议终止日期起计 30 天免息退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者及担保人在截至本条所述日期的期间内对他们违反投资者及担保人根据本协议作出的声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者及担保人承认，无法保证全球发售将完成或不会延迟或终止，若全球发售延迟或终止、未能进行或因任何原因未能于所述的日期及时间完成或根本无法完成，本公司、整体协调人及联席保荐人无需对投资者及担保人负责。投资者及担保人特此放弃任何基于全球发售延迟或终止、未能进行或因任何原因未能在规定的日期及时间完成或根本无法完成的理由，提起针对本公司、整体协调人及/或联席保荐人或彼等联属人士，

及/或彼等各自的附属公司、高级人员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 交割

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等的附属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售交割之时或延迟交割日予以认购。

若本公司、整体协调人及联席保荐人认为，上市规则(i) 第 8.08(1)条项下最低公众持股量要求或联交所之批准及/或(ii)第 8.08(3)条项下的要求（规定本公司的三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过 50%）无法满足，且如果投资者是前三大公众股东之一，整体协调人、联席保荐人及本公司有权全权酌情决定调整分配可供投资者认购的投资者股份数目，以确保遵守上市规则第 8.08 条。此外，本公司及整体协调人可凭全权绝对酌情权调整投资者股份数目，以符合上市规则附录 F1（权益证券配售指引）。

- 4.2 投资者应及/或促使合格境内机构投资者应于上市日前一个工作日下午 4 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者及/或合格境内机构投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税，即使（如适用）投资者股份的交割在延迟交割日期进行。
- 4.3 若公司及整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者及合格境内机构投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后五(5)个营业日。公司及整体协调人的决定应为最终决定，对投资者及担保人具有约束力。即使投资者股份将于延迟交割日交付投资者或合格境内机构投资者，投资者仍需及/或促使合格境内机构投资者根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者，在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于三(3)个营业日由投资者或合格境内机构投资者通知整体协调人指定的中央结算系统投资者或合格境内机构投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者及/或合格境内机构投资者。

- 4.5 在不违反第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者及担保人未能履行彼等各自在本协议下的义务而享有的针对投资者及担保人的申索）。对于受弥偿方因投资者及担保人未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、成本、开支、申索、诉讼、负债、法律程序或损害，在任何情况下，投资者及担保人应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.7 本公司、整体协调人、联席保荐人及彼等联署人士，及彼等各自的附属公司、高级人员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表（视情况而定）因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者和担保人的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日起（含该日）至上市日后六(6)个月（含该日）止期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或

(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并确保该处置将不会造成 H 股股份的市场混乱或虚假市场，以及遵守所有适用法律、法规和所有主管司法管辖区的证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

在不抵触上一段规定的前提下，本公司、整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司及整体协调人，并应尽一切合理努力确保任何该等处置不会造成 H 股股份的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知（包括但不限于注册地、公司注册号和营业执照号码）、其与投资者的关系以及该附属公司的业务，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者及担保人各自承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的相同承认、承诺、声明和保证；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司，该其他全资附属公司应或（如适用）投资者应促使该其他全资附属公司作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义

务约束（包括本第 5 条对投资者施加的限制），并作出相同的承认、承诺、声明及保证，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人，并且不是为了美国人的账户或利益而购买相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者及担保人同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者、担保人及彼等各自紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会于上市日起十二(12)个月内成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人及担保人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者及担保人同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，担保人应促使投资者不且两者应促使彼等各自的控股股东、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。

5.5 投资者、担保人及彼等各自联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括联交所刊发的《上市指南》第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者及担保人进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将使用内部资源（不获取外部融资）来为其认购和/或收购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者及担保人共同及各别向本公司、整体协调人及联席保荐人承认、同意和确认：

- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者及担保人负责。投资者在此放弃以全球发售因任何原因延迟或未能于预计日期及时间完成、无法进行或完成为由对本公司、整体协调人及联席保荐人及其各自的联属公司提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者及担保人的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者及担保人将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为全球发售或另行根据公司(清盘及杂项条文)条例及上市规则规定的重要合约，须向香港监管机构提交及在全球发售时予以展示；
- (c) 根据《上市规则》规定须向联交所提交或在 FINI 上提交或其他政府部门规定须提交的有关投资者的资料，投资者须在合理切实可行的范围内尽快提供，并将与本公司、联交所、证监会及根据相关法律、规则和规例所需和规定的其他政府机关披露或共享，并将纳入一份综合承配人名单，该名单将在 FINI 上披露给参与全球发售的整体协调人(定义见《上市规则》)；与投资者有关的和由投资者提供的所有该等信息在各方面均真实、完整和准确，且无误导；
- (d) 在相关法律、规则及规例规定需提交及 / 或政府机关要求提交的情况下，投资者确认及同意本公司、整体协调人及联席保荐人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交有关其根据本协议购买股份或以其他方式参与配售的信息；
- (e) 发售价将根据全球发售的条款及条件（根据相关承销协议）协商厘定，投资者及担保人无权提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购或收购；
- (g) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市指南》第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 整体协调人及本公司有权凭全权绝对酌情权调整投资者股份数目的分配，以符合 (i) 《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股股份中，由持股量最高的三名公众

股东实益拥有的百分比不得超过 50%；或 (ii) 《上市规则》第 8.08(1)条规定的最低公众持股量或联交所另行批准的；

- (j) 在签订本协议之时或前后或本协议日期之后及国际发售交割之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就认购或收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (m) 其明白及同意，转让投资者股份仅可依据(A) 证券法第 144 条或该规则项下的其他可用豁免在美国境内；或 (B) 《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且以上应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属公司、董事、监事、管理人员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条和第 144A 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者、担保人或任何获授权接受者的过错成为公开信息；(ii) 应以其最大努力确保其（已获根据第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除

非基于严格须知的原则向其他获授权接受者披露)；及(iii) 不得并确保其(已获根据第 6.1(p)条披露相关信息的)获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律(包括任何内幕交易规定)的方式购买、出售、交易或另行经营(不论直接或间接)H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或担保人及/或彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或担保人及/或彼等各自的代表提供的材料(不论采用书面或口头方式)不得复制、披露、传阅或传播至其他任何人士,如此提供的信息及材料可能会更改、更新、修订及完善,投资者及/或担保人在决定是否投资于投资者股份时不应依赖。为免生疑问:
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或担保人及/或彼等各自的代表提供的材料(不论采用书面或口头方式)均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽(若在该司法权区不允许进行该等要约、招揽或出售),招股章程草案、初步发售通函草案或任何其他已向投资者及/或担保人及/或彼等各自的代表提供的材料(不论采用书面或口头方式)所载的任何信息均不构成任何合约或承诺的依据;
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或担保人及/或彼等各自的代表提供的材料(不论采用书面或口头方式)作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约;及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或担保人提供的材料(不论采用书面或口头方式)可能会在本协议签署后进行进一步的修订,投资者及/或担保人在决定是否投资于投资者股份时不应依赖该等信息,投资者特此同意该等修订(若有)并放弃其与该等修订(若有)有关的权利;
- (r) 本协议并不构成(不论共同或单独)在美国或其他任何司法权区出售证券的要约(若在该等司法权区作出该等要约属违法);
- (s) 投资者、担保人或其联属人士或代表彼等行事的任何人士均未且亦不会就 H 股股份作出任何定向销售(定义见 S 规例),或做出任何与投资者股份有关的一般招揽或一般广告(定义见证券法 D 规例 502(c))且投资者尚未因此取得投资者股份;
- (t) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息,已获提供机会向本公司、整体协调人或联席保

荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司或联席保荐人的回答，本公司已向投资者及担保人或彼等各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

- (u) 在作出投资决定时，投资者及担保人已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、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）或其代表于本协议日期或之前可能已向投资者及/或担保人提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、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未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士无需因投资者或担保人或彼等董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 整体协调人、联席保荐人、资本市场中介机构、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (w) 投资者及担保人将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或包销商或资本市场中介人获得或开展的关于全

球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

- (y) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、彼等附属人士及彼等各自的任何附属公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表和参与全球发售的其他方并未作出关于投资者股份将存在公开或活跃市场的保证；
- (z) 所有交易须遵循适用的法律及法规，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、法规或任何具有管辖权的证券交易所的相关规则对 H 股股份交易的限制；
- (aa) 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本公司认可；
- (bb) 若全球发售延迟或终止或因任何原因未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、附属人士、董事、监事、高级职员、雇员、顾问、代理或代表或参与全球发售的任何其他方均无需对投资者或担保人或彼等各自的附属公司承担任何责任；
- (cc) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；
- (dd) 除本协议外，投资者及担保人与本公司、本公司任何股东、整体协调人及/或联席保荐人之间没有其他存在的协议；
- (ee) 投资者及担保人各自己同意，投资总额及相关经纪费及征税的付款应于上市日前一个工作日下午 4 时正或之前（香港时间）；及
- (ff) 投资者由担保人实际控制。

6.2 投资者及担保人共同及各别向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律及担保人或将要求投资者和担保人在投资者和担保人所在的司法管辖区内进行任何注册或许可；

- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者及担保人妥为授权、签署及交付，构成投资者及担保人的合法、有效及有约束力的义务，可根据其条款对彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者及担保人的任何相关法律须由投资者及担保人就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力并且未被宣告无效、撤销、撤回或废止，及该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被撤回，投资者或担保人也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者或担保人进一步同意并承诺，如果批准因任何原因不再维持全部效力及有效，或者被宣告无效、撤销、撤回或废止，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者及担保人签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者或担保人违反(i)投资者或担保人的组织章程大纲及细则或其他宪章性文件；或(ii)投资者或担保人须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资者或担保人的任何司法权区的法律；或(iii)对投资者或担保人有约束力的任何协议或其他文书；或(iv)对投资者或担保人有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用的下文监管机构规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、中国证监会、香港证监会及任何其他政府、公共、货币或监管机构或机关或证券交易所(合称及各自为“**监管机构**”)提供并同意适用法律的要求或任何监管机构不时提出的要求披露信息（包括但不限于(i)投资者、担保人及彼等各自投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于其各自的名称和

注册地点) ;(ii)本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制） ;(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份资料以及该掉期安排或其他金融或投资产品的提供者）；及/或(iv)投资者、担保人或被等各自实益拥有人和合伙人与公司及其任何股东之间的任何相关关系）（统称“**投资者相关信息**”）在任何适用监管机构的时间内并按照其要求提供。投资者及担保人进一步授权本公司、整体协调人、联席保荐人或彼等各自的附属公司董事、高级人员、雇员、顾问和代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息。

- (j) 投资者及担保人具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非整体协调人、联席保荐人、包销商或资本市场中介人的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或监事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求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/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司、其关连人士（定义见上市规则）及其各自联系人的第三方；(ii)并非本公司的关连人士或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)有财力履行本协议项下的所有义务;(iv)并未直接或间接接受(a)本公司的任何核心关连人士（定义见上市规则）或(b)本公司、本公司或任何附属公司的任何董事、最高行政管理人员、控股股东、

主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则的融资、出资或支持，并不惯于接受任何该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等关连人士的指示；(v)与本公司或其任何股东并无任何关联关系，除非另行向本公司、联席保荐人及整体协调人书面披露；(vi)不属于上市规则附录 F1（权益证券配售指引）第 5(2)段所述类别人士；

- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（权益证券的配售指引）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、担保人、彼等实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (t) 除先前以书面形式通知联席保荐人及整体协调人，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所载或 FINI 界面或上市规则就承配人而规定须披露的任何承配人类别（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）须在本公司配发结果公告中指定的任何承配人类别；
- (u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (v) 认购及收购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、联交所刊发的《上市指南》第 4.15 章的规定，且不会采取任何可能导致本公司、联席保荐人及/或整体协调人违反该等规定的行为；
- (w) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何包销商或资本市场中介人的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者、担保人、其各自的联属人士、董事、高级职员、雇员或代理为一方，与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理为另一方之间并无已订立或将订立任何协议或安排，包括任何不符合或违反上市规则（包括联交所刊发的《上市指南》第 4.15 章）的附函；
- (z) 除投资者将知会本公司、联席保荐人及整体协调人的事项，投资者或其任何联系人概无根据本协议申请或透过累计投标程序发出任何全球发售下 H 股的订单；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 担保人承诺，将确保投资者（包括投资者在本协议项下的任何及所有受让人）妥为准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意书、承认、确认及契约；若投资者因任何原因在履行本协议项下的任何投资者义务（包括付款义务）时违约，担保人应就已违约部分立即无条件以本协议规定的方式履行及促使履行投资者的义务（包括付款义务），以便本公司、整体协调人及联席保荐人获得当投资者妥为履行投资者义务（包括付款义务）时彼等本应获得的利益。本担保构成应要求向本公司、整体协调人或联席保荐人（视情况而定）支付投资者根据本协议应付的任何款项及应要求尽快履行投资者在本协议项下的任何义务的直接、主要及无条件义务，而无需要求本公司、整体协调人或联席保荐人首先采取针对投资者或任何其他人士的措施，本担保应为持续担保且应始终保持效力，直至投资者的所有义务（包括付款义务）已履行；
- (cc) 担保人同意及承诺：(i)向投资者作出充足的出资，确保投资者履行其在本协议项下的义务；及(ii)未经本公司及整体协调人事先书面同意，不在禁售期内处置其在投资者的任何法律或实益权益（不论直接或间接）；
- (dd) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及/或联系人并未订立且不会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；及
- (ee) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何股份（根据本协议的投资者股份除外）。

- 6.3 投资者及担保人向本公司、整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述以及向监管机构及/或本公司、联席保荐人、整体协调人及其各自的关联方提供和/或根据监管机构及/或本公司、联席保荐人、整体协调人及其各自的关联方要求提供的所有投资者相关信息在所有方面属真实、完整及准确，且不具误导性。在不违反第6.1(b)条规定的前提下，投资者及担保人不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表2所载的描述）载入公开文件、营销及路演材料及本公司或代表本公司、整体协调人及/或联席保荐人就全球发售可能发布的其他公告。投资者及担保人承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括中国证监会、联交所及香港证监会）的公司或证券登记及/或其他要求；投资者及担保人特此同意，在审查将纳入不时向投资者或担保人提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者及担保人合理要求的修改（若有）后，投资者及担保人应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者及担保人明白，载于第6.1条和第6.2条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者及担保人承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者及担保人的保证、承诺、声明及承认的真实性、完整性及准确性，投资者及担保人同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及联席保荐人。
- 6.5 投资者及担保人共同及各别同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的包销商及资本市场中介人（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或担保人或彼等各自的高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的承认、确认、声明、保证及承诺（视情况而定）应解释为单独的承认、确认、声明、保证及承诺，并应视为在上市日及（如适用）延迟交割日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据其成立地法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
 - (d) 本公司、本公司的控股股东、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者、担保人或彼等各自的联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所刊发的《上市指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
 - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
 - (f) 本协议已由其正式授权、签署和交付，并构成其有效和具有约束力的义务，并可根据其条款对其强制执行，且本公司已采取并将采取一切必要步骤履行其在本协议项下的义务并使本协议和本协议项下拟定的交易生效；以及
 - (g) 其将遵守与其发行和/或交付投资者股份的协议有关的所有相关法律法规。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。
- 6.9 投资者向公司、整体协调人及联席保荐人声明并保证其已阅读并理解附表 3 所载的被视作专业投资者对待的通知。

7 终止

- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2、4.6 或 4.7 条终止；
 - (b) 若投资者、担保人或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售交割日期或之前或（若适用）延迟交割日或

之前严重违反本协议（包括严重违反投资者及/或担保人在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可各自单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 在不影响第 7.3 条的情况下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 9.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 12 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者和担保人在本协议下给予的弥偿仍将继续有效。

8 担保

8.1 如任何相关股份将由投资者持有，担保人作为主要债务人无条件且不可撤销地：

- (a) 以持续担保方式向本公司保证投资者根据本协议支付所有款项；
- (b) 承诺确保投资者（包括第 5.2 条规定的投资者的任何和所有受让人）适当、准时地履行和遵守本协议项下所有协议、义务、承诺、保证、陈述、赔偿、同意、确认及契约；
- (c) 承诺向投资者提供足够的投资，以确保投资者履行其在本协议项下的义务；
- (d) 承诺在锁定期内，未经本公司、联席保荐人及整体协调人事先书面同意，不会出售其在投资者的全部或部分合法权益或实益权益；
- (e) 承诺根据要求对因投资者（包括第 5.2 条规定的投资者的任何和所有受让人）违反本协议中包含的任何协议、保证和承诺而直接或间接引起或产生的任何和所有损害进行全面有效的赔偿，并使每个受偿方免受损害；及
- (f) 担保人放弃其于本公司、联席保荐人及整体协调人和担保人之间可能拥有的任何权利，故本公司及整体协调人可首先针对投资者进行或要求投资者付款的任何权利，担保人作为主要债务人将承担责任，如同其与投资者共同及个别地订立本协议。

8.2 担保人在第 8.1 条项下的义务：

- (a) 构成直接、主要和无条件的义务，无需本公司或联席保荐人或整体协调人首先对投资者或任何其他人士采取措施，于本公司或联席保荐人或整体协调人要求时支付投资者根据本协议有责任支付的任何款项，并应要求立即履行投资者在本协议项下的任何义务。就本第 8 条而言，本协议中的“投资者”一词应解释为包括“投资者子公司”；
- (b) 不受任何可能影响或损害该等义务的事情或事件影响但本条款可能会影响或损害该等义务，包括但不限于：
 - (i) 本协议的任何修订、变更或转让或其条款的任何豁免；
 - (ii) 给予投资者或任何第三方的任何解除或授予时间或其他延缓；
 - (iii) 任何影响投资者的清盘、解散、重建、法律限制、无行为能力或缺乏公司权力或授权或其他情况（或投资者就任何此类事件采取的任何行动）；或
 - (iv) 任何其他行为、事件、疏忽或遗漏（无论公司、担保人或投资者是否知悉）将会或可能会损害或免除担保人的责任或为担保人提供任何法律或衡平法上的抗辩。

9 公告及机密性

9.1 除本协议及投资者订立的保密协议（如适用）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者及/或担保人的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者及担保人的背景信息以及本公司与投资者及担保人之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括中国证监会、联交所及香港证监会）的要求或

证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及予以展示）。

- 9.2 投资者及担保人不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者及担保人已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 9.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者及担保人之间的关系以及投资者及担保人的一般背景信息有关的声明，以供投资者及担保人审阅。投资者及担保人应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 9.4 投资者及担保人承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以 (i) 在本协议日期后更新公开文件中对投资者及担保人的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所和香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

10 通知

- 10.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：中国北京市西城区广安门内大街 167 号
电邮：medical_morpheus_ml@iflytek.com
收件人：刘伟

若发送至投资者，则发送至：

地址：安徽省合肥市蜀山区潜山路 100 号琥珀五环国际 A 座
电邮：nicolejhl@163.com
收件人：贾慧琳

若发送至担保人，则发送至：

地址：安徽省合肥市蜀山区潜山路 100 号琥珀五环国际 A 座
电邮：nicolejhl@163.com

收件人： 贾慧琳

若发送至 Huatai，则发送至：

地址： 香港皇后大道中 99 号中环中心 62 楼
电邮： projectmorpheus@htsc.com
传真： +852 3544 3884
收件人： ECM Team (Project Morpheus)

若发送至 GF Capital / GF Securities (Hong Kong) Brokerage，则发送至：

地址： 香港湾仔骆克道 81 号广发大厦 27 楼
电邮： ProjectMorpheus@gfgroup.com.hk
传真： +852 2907 6178
收件人： ECM Team (Project Morpheus)

若发送至 CCBIC，则发送至：

地址： 香港中环干诺道中 3 号中国建设银行大厦 12 楼
电邮： PROJECT_MORPHEUS@ccbintl.com
传真： +852 2523 1943
收件人： ECM Team (Project Morpheus)

- 10.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

11 一般事项

- 11.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 11.2 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

- 11.3 投资者、担保人、本公司、整体协调人及联席保荐人应就为本协议及本协议项下拟进行的交易的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 11.4 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为避免疑义，对本协议的任何修改或变更无需事先通知或获得非本协议方任何人士的同意。
- 11.5 本协议将仅以中文签署。
- 11.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 11.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 11.8 尽管可根据第 4 条规定交割，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 11.9 除投资者订立的保密协议外（如适用），本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 11.10 在本第 11.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 11.10(a)分条所述人士同意。
- 11.11 整体协调人及联席保荐人有权且特此获授权将彼等任何相关权利、职责、权力及酌情权按彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者或担保人发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 11.12 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，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或

以其他方式规定的任何权利、权力及救济。对违反本协议条文的行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

- 11.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 11.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 11.15 在不损害向投资者及担保人申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者或担保人于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 11.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 11.17 如果任何属适用主体的全球发售下的包销商成为根据美国特别决议制度进行的法律程序所涉的对象，该包销商对本协议、本协议项下任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。

如果任何属适用主体的全球发售下的包销商或该包销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该包销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

- (a) “《银行控股公司法》关联方”具有《美国法典》第12篇第1841(k)节中对“关联方”规定的含义，并据之解释。
- (b) “适用主体”是指以下任何主体：
 - (1) 《美国联邦法规》第12篇第252.82(b)节中定义（且据其解释）的“适用实体”；

- (2) 《美国联邦法规》第12篇第47.3(b)节中定义（且据其解释）的“适用银行”；或
- (3) 《美国联邦法规》第12篇第382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

- (c) “**违约权**”具有《美国联邦法规》第12篇第252.81节、第47.2节或第382.1节（以适用者为准）中规定的含义，并据之解释。
- (d) “**美国特别决议制度**”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第II篇及据之颁布的规定。

11.18 担保人在本协议项下的义务不受任何事情或事件的影响但本条款可能会影响或损害该等义务，包括但不限于：

- (a) 本协议的任何修订、变更或转让或其条款的任何豁免；
- (b) 给予投资者或任何第三方的任何解除或授予时间或其他延缓；
- (c) 任何影响投资者的清盘、解散、重建、法律限制、无行为能力或缺乏公司权力或授权或其他情况（或投资者就任何此类事件采取的任何行动）；或
- (d) 任何其他行为、事件、疏忽或遗漏（无论公司、整体协调人、联席保荐人、担保人或投资者是否知悉）将会或可能会损害或免除担保人的责任或为担保人提供任何法律或衡平法上的抗辩。

11.19 本协议项下各联席保荐人及整体协调人的义务为各自承担（而非共同或连带）。如果联席保荐人或整体协调人未能履行其在本协议项下的各自义务，则其他联席保荐人或整体协调人均不承担任何责任，且此类不履行不得影响其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人整体协调人有权单独或与其他联席保荐人及总协调人共同执行其在本协议项下的部分或全部权利。

12 管辖法律及司法权区

12.1 本协议及各方之间的关系受香港法律管辖并按其解释。

12.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可

撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不违反国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

13 豁免权

- 13.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者或担保人享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者及担保人特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

14 副本

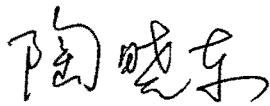
- 14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

[本页余下部分为有意留空，签字页后附]。

For and on behalf of
为且代表

Xunfei Healthcare Technology Co., Ltd.
讯飞医疗科技股份有限公司



Name: Tao Xiaodong
姓名: 陶晓东

Title: Executive Director and General Manager
职务: 执行董事及总经理

为及代表

XUNYI LIMITED (訊醫有限公司)



贾慧琳

姓名：贾慧琳

职衔：董事

为及代表

合肥讯医创业投资合伙企业（有限合伙）



席彩呢

姓名：席彩呢

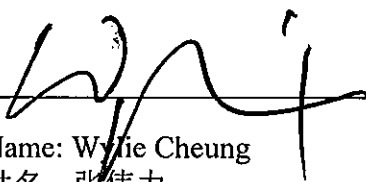
职衔：执行事务合伙人委派代表

FOR AND ON BEHALF OF:

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股（香港）有限公司



Name: Wylie Cheung

姓名: 张伟力

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

GF Capital (Hong Kong) Limited

广发融资（香港）有限公司



Name: Patricio Lau

姓名：刘珀豪

Title: Director

职位：董事

FOR AND ON BEHALF OF:

为及代表

GF Securities (Hong Kong) Brokerage Limited

广发证券(香港)经纪有限公司



Name: Alex Yan

姓名: 阎明

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

CCB International Capital Limited

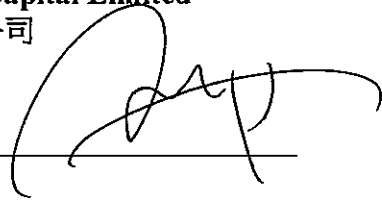
建银国际金融有限公司

Name: Michelle Pan

姓名: 潘丽容

Title: Managing Director

职位: 董事总经理

A handwritten signature in black ink, appearing to be 'Michelle Pan', written over a horizontal line. The signature is stylized and cursive.

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)62,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 50 股 H 股股份）

根据上市规则第 18 项应用指引第 4.2 段、联交所刊发的《新上市申请人指南》第 4.15 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认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司有权凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 8.08(1)条规定的最低公众持股量或联交所另行批准的。此外，本公司及整体协调人可全权酌情调整投资者股份数目，以符合上市规则附录 F1（权益证券配售指引）。

附表 2

投资者及担保人详情

投资者

注册成立地点:	香港
公司注册证书编号:	77336753
商业登记号码:	77336753-000-11-24-8
法人机构识别编码:	不适用
主要活动:	投资、投资咨询
实际控制人:	合肥讯医创业投资合伙企业（有限合伙）
实际控制人的注册成立地点:	中国
实际控制人的商业登记号码:	不适用
实际控制人的主要活动:	一般项目：以自有资金从事投资活动；信息咨询服务（不含许可类信息咨询服务）（除许可业务外，可自主依法经营法律法规非禁止或限制的项目）
股东及持有的权益:	由合肥讯医创业投资合伙企业（有限合伙）100%全资持有
待插入招股章程的投资者描述:	訊醫有限公司（「訊醫有限公司」）為一家於香港註冊成立的公司，由合肥訊醫創業投資合夥企業（有限合夥）（「合肥訊醫創投」）全資擁有。合肥訊醫創投的普通合夥人為合肥產投資本創業投資管理有限公司（「合肥產投」），後者最終由合肥市人民政府國有資產監督管理委員會（「合肥國資委」）全資擁有。截至2024年11月30日，合肥產投的在管資產為人民幣400.0億元。合肥訊醫創投由其三名有限合夥人分別擁有33%、33%及33%權益，該三名有限合夥人為安徽省生命健康產業主題投資

	<p>基金合夥企業（有限合夥）（「安徽生命健康基金」）、合肥市共創接力創業投資基金合夥企業（有限合夥）（「共創接力基金」）（其最終由合肥國資委控制）以及合肥高新建設投資集團有限公司（「合肥高新投資」）（其由合肥高新技術產業開發區管理委員會全資擁有）。安徽生命健康基金主要由安徽省財政廳及合肥市財政局撥資。安徽生命健康基金的普通合夥人為合肥產投。截至 2023 年 6 月 5 日，安徽生命健康基金的在管資產為人民幣 62.0 億元、截至 2024 年 4 月 16 日，共創接力基金的在管資產為人民幣 28 億元，而截至 2023 年 12 月 31 日，合肥高新投資的在管資產為人民幣 595 億元。</p>
<p>相关投资者类别（须包括在联交所 FINI 配售人名单模板中或须由 FINI 界面就配售事宜披露）</p>	<p>基石投资者</p>

担保人

注册成立地点:	中国
公司注册证书编号:	91340100MAE3WGBM3Q
商业登记号码:	不适用
主要活动:	<p>一般项目：以自有资金从事投资活动；信息咨询服务（不含许可类信息咨询服务）（除许可业务外，可自主依法经营法律法规非禁止或限制的项目）</p>
股东及持有的权益:	<p>普通合伙人合肥产投资本创业投资管理有限公司持有 1% 合伙企业份额；</p> <p>有限合伙人安徽省生命健康产业主题投资基金合伙企业（有限合伙）持有 33% 合伙企业份额；</p>

	<p>有限合伙人合肥市共创接力创业投资基金合伙企业（有限合伙）持有 33% 合伙企业份额；</p> <p>有限合伙人合肥高新建设投资集团有限公司持有 33% 合伙企业份额</p>
待插入招股章程的担保人描述：	<p>訊醫有限公司（「訊醫有限公司」）為一家於香港註冊成立的公司，由合肥訊醫創業投資合夥企業（有限合夥）（「合肥訊醫創投」）全資擁有。合肥訊醫創投的普通合夥人為合肥產投資本創業投資管理有限公司（「合肥產投」），後者最終由合肥市人民政府國有資產監督管理委員會（「合肥國資委」）全資擁有。截至 2024 年 11 月 30 日，合肥產投的在管資產為人民幣 400.0 億元。合肥訊醫創投由其三名有限合夥人分別擁有 33%、33% 及 33% 權益，該三名有限合夥人為安徽省生命健康產業主題投資基金合夥企業（有限合夥）（「安徽生命健康基金」）、合肥市共創接力創業投資基金合夥企業（有限合夥）（「共創接力基金」）（其最終由合肥國資委控制）以及合肥高新建設投資集團有限公司（「合肥高新投資」）（其由合肥高新技術產業開發區管理委員會全資擁有）。安徽生命健康基金主要由安徽省財政廳及合肥市財政局撥資。安徽生命健康基金的普通合夥人為合肥產投。截至 2023 年 6 月 5 日，安徽生命健康基金的在管資產為人民幣 62.0 億元、截至 2024 年 4 月 16 日，共創接力基金的在管資產為人民幣 28 億元，而截至 2023 年 12 月 31 日，合肥高新投資的在管資產為人民幣 595 億元。</p>

附表 3

被视作专业投资者对待的通知

鉴于您属于《证券及期货(专业投资者)规则》如下所述的一类人士，因此您符合专业投资者的资格：

- (i) 经(a)在过去16个月内拟备的最近期的经审计财务报表，或(b)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，获托付的总资产不少于40,000,000港元（或等值）的信托法团；
- (ii) 经在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该个人呈交的公开档案确定，并考虑到(a)该个人本人的帐户内的投资组合；(b)该个人联同其有联系者于某联权共有帐户内的投资组合；(c)该个人在联同一名或多于一名其有联系者以外的人士于某联权共有帐户内的投资组合中所占部分；(d)主要业务是持有投资项目并由该个人全资拥有的法团的投资组合，拥有证券及 / 或货币存款投资组合不少于8,000,000港元（或等值）的个人；
- (iii) 符合以下说明的法团：
 - (a) 经(1)在过去16个月内拟备的最近期的经审计财务报表，或(2)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，拥有投资组合不少于8,000,000港元或总资产不少于40,000,000港元；
 - (b) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有：上述第(i)段指明的信托法团、上述第(ii)段指明的个人、下述第(iv)段指明的合伙企业、本段及上述第(iii)(a)段指明的法团或属于或《证券及期货条例》附表1第1部第1条所载「专业投资者」的定义的(a)、(d)、(e)、(f)、(g)或(h)所指的专业投资者；或
 - (c) 全资拥有上述第(iii)(a)段所述的法团；或
- (i) 经(a)在过去 16 个月内拟备的最近期的经审计财务报表，或(b)在过去 12 个月内发出或呈交由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该合伙企业呈交的公开档案确定，拥有投资组合不少于 8,000,000 港元或总资产不少于 40,000,000 港元的合伙企业。

根据您提供的资料，华泰金融控股（香港）有限公司，广发融资（香港）有限公司及建银国际金融有限公司（“联席保荐人”）已确定您符合专业投资者（“专业投资者”）的资格。如果任何有关资料不再真实、完整及准确，您须立即通知我们。

交回本通知的经签署文本，即表示您同意被联席保荐人归类为专业投资者。

由于您被归类为专业投资者，根据《证券及期货(成交单据、户口结单及收据)规则》，联席保荐人毋须向您提供有关您账户的成交单据及 / 或月结单及 / 或收据。

此外，由于您被归类为专业投资者，联席保荐人毋须向您提供有关其业务或雇员及代表雇员行事且将与您联络的其他人士的身份及职位的资料。联席保荐人不需要在代表您执行交易后与您即时确认交易要点。联席保荐人也不需要向您提供有关纳斯达克—美国证券交易所试点计划的文件。

如果您不愿意被视作专业投资者，请立即以书面形式通知联席保荐人，联席保荐人会在实际可行的情况下尽快相应地撤销您的专业投资者身份。

如果您对本通知有任何疑问，或要求对如何填写该等文件提供指引，请联络我们。

确认接受被视作专业投资者对待

基石投资协议

2024年12月16日

讯飞医疗科技股份有限公司

及

COSTONE CHINA GROWTH CAPITAL I L.P.

及

华泰金融控股（香港）有限公司

及

广发融资（香港）有限公司

及

广发证券（香港）经纪有限公司

及

建银国际金融有限公司

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本协议（下文简称「本协议」）乃于 2024 年 12 月 16 日订立，

订约方：

1. **讯飞医疗科技股份有限公司**（一家于中华人民共和国注册成立的股份有限公司，主要营业地址位于中国北京市西城区广安门内大街 167 号，下文简称「本公司」）；
2. **Costone China Growth Capital I L.P.**（一家在英属维尔京群岛注册成立的公司，注册办事处位于 OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands，下文简称「投资者」）；
3. **Huatai Financial Holdings (Hong Kong) Limited**（华泰金融控股（香港）有限公司）（一家在香港《证券及期货条例》下持有第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动交易服务）及第 9 类（提供资产管理）牌照并从事相应受规管活动的持牌法团（中央编号：AOK809），而其主要业务地点为香港皇后大道中 99 号中环中心 62 楼，下文简称「Huatai」）；
4. **GF Capital (Hong Kong) Limited**（广发融资（香港）有限公司）（一家在香港《证券及期货条例》下持有第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AOB163），而其主要业务地点为香港湾仔骆克道 81 号广发大厦 27 楼，下文简称「GF Capital」）；
5. **CCB International Capital Limited**（建银国际金融有限公司）（一家在香港《证券及期货条例》下持有香港证监会第 1 类（证券交易）、第 4 类（就证券提供意见）和第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AJO225）而其主要业务地点为香港中环干诺道中 3 号中国建设银行大厦 12 楼，下文简称「CCBIC」）；及

(Huatai、GF Capital 及 CCBIC 统称为「联席保荐人」，及各为一名「保荐人」)

6. **GF Securities (Hong Kong) Brokerage Limited**（广发证券（香港）经纪有限公司）（一家在香港《证券及期货条例》下持有第 1 类（证券交易）及第 4 类（就证券提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AOB364），而其主要业务地点为香港湾仔骆克道 81 号广发大厦 27 楼，下文简称「GF Securities (Hong Kong) Brokerage」）。

(Huatai、GF Securities (Hong Kong) Brokerage 及 CCBIC，统称为「整体协调人」及各为一名「整体协调人」)

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）主板上市其 H 股股份（定义见下文）（下文简称「全球发售」），包括：

- (i) 本公司在香港公开发售其 703,600 股 H 股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）有条件地配售 6,331,950 股 H 股股份（可予重新分配及视乎超额配股权行使与否而定）(包括向香港的专业及机构投资者配售)(下文简称「国际发售」)。
- (B) Huatai、GF Capital 及 CCBIC 担任全球发售的联席保荐人。
- (C) Huatai、GF Securities (Hong Kong) Brokerage 及 CCBIC 担任全球发售的整体协调人。
- (D) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其序文和附表），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指按《费用规则》（定义见《上市规则》）第 7(1)段规定，以投资总额的 1%计算的经纪费；；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「交割」指根据本协议的条款及条件进行的投资者股份认购交割；

「资本市场中介」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「行为守则」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「公司条例」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「公司(清盘及杂项条文)条例」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「关连人士/核心关连人士」应具有上市规则赋予的含义；

「控股股东」应具有上市规则赋予的含义；

「合约(第三者权利)条例」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「中国证监会」指中国证券监督管理委员会；

「中国证监会备案报告」指根据《境内企业境外证券发行和上市管理试行办法》第十三条，公司于 2023 年 5 月 15 日向中国证监会提交的与本次全球发售有关的备案报告，包括任何修订、补充及 / 或修改；

「中国证监会备案规则」指中国证监会发布的《境内企业境外发行证券并上市管理试行办法》及配套指引、经不时修订、补充或另行修改；

「中国证监会备案」指以任何形式向中国证监会发出或将会发出的，根据中国证监会备案规则及其他适用的中国证监会规则和要求就本次全球发售或与本次全球发售相关的任何函件、备案、通信、通讯、文件、回复、承诺及提交文件，包括任何修订、补充及 / 或修改（包括但不限于中国证监会备案报告）；

「延迟交割日」指，在香港公开发售及国际发售的包销协议签订、成为无条件及并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

「处置」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相

关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所（包括但不限于联交所、香港证监会及中国证监会）、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家；

「**本集团**」指本公司及其附属公司；

「**H 股**」指本公司股本中每股面值人民币 1.00 元的境外上市外资股份，将于联交所上市及以港元买卖；

「**港元**」指香港的法定货币；

「**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)赋予的含义；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条所赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「**联席保荐人**」具有序文(B)赋予的含义；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、措施以及任何政府机构（包括但不限于联交所、香港证监会及中国证监会）的规则、法规、指引、指导、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股股份在联交所主板的初始上市日期；

「**上市指南**」指联交所出版的《新上市申请人指南》，经联交所不时修订、补充或另行修改；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指 H 股股份将根据全球发售或出售的每股港元价格（不包括经纪费及征税）；

「**整体协调人**」具有序文（C）赋予的含义；

「**超额配售权**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**关联关系**」应具有中国证监会备案规则赋予的含义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**人民币**」指中国的法定货币人民币；

「**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配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）以及据此颁布的规则及法规；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例或法例条文的提述应包括：

- (i) 对该等法例、法规或规则法例条文不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文、法规或规则（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「人士」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「包括」、「包括」和「包括」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、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项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日（或在延迟交割日（如适用））投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个工作日的时间书面通知本公司、整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属证券法第 144 条定义的合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出

的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人可根据第 4.3 条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 本公司及整体协调人（为其/彼等自身以及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 交割条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第2.1条各自发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于交割之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)条和 3.1(e)所载的条件不可豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予 H 股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股股份在联交所交易前撤销；

- (d) 任何政府机构均未颁布禁止全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，而该等公布的接受通知及/或备案结果在 H 股于联交所开始买卖前并无被拒绝、撤回、撤销或宣布无效；
- (f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至本协议签署日）并将（截至交割时）在所有方面均准确、真实及不具误导性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免（惟 3.1(a)、3.1(b)、3.1(c)、3.1(d)条和 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免），投资者认购投资者股份的义务以及本公司、整体协调人各自发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快及在任何情况下不晚于本协议终止日期起计 30 天免息退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，若全球发售延迟或终止、未能进行或因任何原因未能于所述的日期及时间完成或根本无法完成，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售延迟或终止、未能进行或因任何原因未能在规定的日期及时间完成或根本无法完成的理由，提起针对本公司、整体协调人及/或联席保荐人或彼等联属人士，及/或彼等各自的附属公司、高级人员、董事、监事、雇员、顾问、职员、联系人、合伙人、代理和代表的任何申索或诉讼的权利（若有）。

4. 交割

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售交割之时或延迟交割日予以认购。

若本公司、整体协调人及联席保荐人认为，上市规则(i) 第 8.08(1)条项下最低公众持股量要求或联交所之批准及/或(ii)第 8.08(3)条项下的要求

（规定本公司的三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过 50%）无法满足，且如果投资者是前三大公众股东之一，整体协调人、联席保荐人及本公司有权全权酌情决定调整分配可供投资者认购的投资者股份数目，以确保遵守上市规则第 8.08 条。此外，本公司及整体协调人可凭全权绝对酌情权调整投资者股份数目，以符合上市规则附录 F1（权益证券配售指引）。

- 4.2 投资者应及/或促使合格境内机构投资者应于上市日前一个工作日下午 4 时正（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者及/或合格境内机构投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税，即使（如适用）投资者股份的交割在延迟交割日期进行。
- 4.3 若公司及整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i)于不晚于上市日前两(2)个营业日的时间书面通知投资者及合格境内机构投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配股权可予行使的最后一日之后五(5)个营业日。公司及整体协调人的决定应为最终决定，对投资者具有约束力。即使投资者股份将于延迟交割日交付投资者或合格境内机构投资者，投资者仍需及/或促使合格境内机构投资者根据第 4.2 条的规定为投资者股份付款。
- 4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第 4.3 条厘定的延迟交割日之前提前不少于三(3)个营业日由投资者或合格境内机构投资者通知整体协调人指定的中央结算系统投资者或合格境内机构投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者及/或合格境内机构投资者。
- 4.5 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、成本、开支、申索、诉讼、负债、法律程序或损害，在任何情况下，投

资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.7 本公司、整体协调人、联席保荐人及彼等联署人士，及彼等各自的附属公司、高级人员、董事、监事、雇员、顾问、联系人、合伙人、代理和代表（视情况而定）因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日起（含该日）至上市日后六(6)个月（含该日）止期间（下文简称「禁售期」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份，则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并确保该处置将不会造成 H 股股份的市场混乱或虚假市场，以及遵守所有适用法律、法规和所有主管司法管辖区的证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

在不抵触上一段规定的前提下，本公司、整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司及整体协调人，并应尽一切合理努力确保任何该等处置不会造成 H 股股份的市场混乱或虚假，且另行遵循所有适用法律法

规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知（包括但不限于注册地、公司注册号和营业执照号码）、其与投资者的关系以及该附属公司的业务，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的相同承认、承诺、声明和保证；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司，该其他全资附属公司应或（如适用）投资者应促使该其他全资附属公司作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的承认、承诺、声明及保证，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人，并且不是为了美国人的账户或利益而购买相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直

接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会于上市日起十二(12)个月内成为上市规则所指的本公司核心关连人士，并且投资者及其紧密联系人本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

- 5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人不得，在全球发售中通过建档流程申请或订购 H 股股份（投资者股份除外）或在香港公开发售中申请 H 股股份。
- 5.5 投资者及其附属人士、董事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的附属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括联交所刊发的《上市指南》第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其附属人士、董事、高级人员、雇员或代理已经或将要订立该等安排或协议。
- 5.6 投资者将使用内部资源（不获取外部融资）来为其认购和/或收购投资者股份提供资金。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人承认、同意和确认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的附属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，彼等无需对投资者负责。投资者在此放弃以全球发售因任何原因延迟或未能于预计日期及时间完成、无法进行或完成为由对本公司、整体协调人及联席保荐人及其各自的附属公司提出任何索赔或诉讼的任何权利（如有）；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为全球发售或另行根据公司(清盘及杂项条文)条例及上市规则规定的重要合约，须向香港监管机构提交及在全球发售时予以展示；

- (c) 根据《上市规则》规定须向联交所提交或在 FINI 上提交或其他政府部门规定须提交的有关投资者的资料，投资者须在合理切实可行的范围内尽快提供，并将与本公司、联交所、证监会及根据相关法律、规则和规例所需和规定的其他政府机关披露或共享，并将纳入一份综合承配人名单，该名单将在 FINI 上披露给参与全球发售的整体协调人(定义见《上市规则》)；与投资者有关的和由投资者提供的所有该等信息在各方面均真实、完整和准确，且无误导；
- (d) 在相关法律、规则及规例规定需提交及 / 或政府机关要求提交的情况下，投资者确认及同意本公司、整体协调人及联席保荐人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交有关其根据本协议购买股份或以其他方式参与配售的信息；
- (e) 发售价将根据全球发售的条款及条件（根据相关承销协议）协商厘定，投资者无权提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购或收购；
- (g) 投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市指南》第 4.14 章在国际发售与香港公开发售之间的重新分配 H 股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (i) 整体协调人及本公司有权凭全权绝对酌情权调整投资者股份数目的分配，以符合 (i) 《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或 (ii) 《上市规则》第 8.08(1)条规定的最低公众持股量或联交所另行批准的；
- (j) 在签订本协议之时或前后或本协议日期之后及国际发售交割之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (k) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就认购或收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进

行者除外)、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让(除非经该司法权区的适用法律许可);

- (m) 其明白及同意,转让投资者股份仅可依据(A) 证券法第 144 条或该规则项下的其他可用豁免在美国境内;或(B) 《证券法》下 S 规例在美国境外于「离岸交易」(定义见 S 规例)中转让投资者股份,且以上应遵循美国任何州及任何其他司法权区的适用法律,代表该等投资者股份的任何股份证书应载有达到该等效果的说明;
- (n) 其明白,本公司、整体协调人或联席保荐人或国际发售的任何国际包销商,或其各自的附属公司、联属公司、董事、监事、管理人员、雇员、代理人、顾问、联系人、合伙人和代表均未作出关于证券法第 144 条和第 144A 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明;
- (o) 除第 5.2 条规定者外,在投资者股份由附属公司持有的情况下,若该附属公司在禁售期届满之前继续持有任何投资者股份,投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件;
- (p) 其已收到(且在日后可能收到)构成证券及期货条例界定的与投资者对投资者股份的投资(及持有)有关的重大非公开信息及/或内幕信息,其:
 - (i) 不得向任何人士披露该等信息,惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表(下文简称「获授权接受者」)披露或法律另行要求者除外,直至该信息并非因投资者或任何获授权接受者的过错成为公开信息;
 - (ii) 应以其最大努力确保其(已获根据第 6.1(p)条披露相关信息的)获授权接受者不将该等信息向任何其他人士披露(除非基于严格须知的原则向其他获授权接受者披露);及
 - (iii) 不得并应确保其(已获根据第 6.1(p)条披露相关信息的)获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律(包括任何内幕交易规定)的方式购买、出售、交易或另行经营(不论直接或间接)H 股股份或本公司或其联属人士或联系人的其他证券或衍生工具;
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料(不论采用书面或口头方式)不得复制、披露、传阅或传播至其他任何人士,如此提供的信息及材料可能会更改、更新、修订及完善,投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料(不论采用书面或口头方式)均不构

成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者或其附属人士或代表彼等行事的任何人士均未且亦不会就 H 股股份作出任何定向销售（定义见 S 规例），或做出任何与投资者股份有关的一般招揽或一般广告（定义见证券法 D 规例 502(c)）且投资者尚未因此取得投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、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）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、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未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士无需因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

- (v) 整体协调人、联席保荐人、资本市场中介机构、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于本公司、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或包销商或资本市场中介人获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、彼等联属人士及彼等各自的任何附属公司、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表和参与全球发售的其他方并未作出关于投资者股份将存在公开或活跃市场的保证；
- (z) 所有交易须遵循适用的法律及法规，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、法规或任何具有管辖权的证券交易所的相关规则对 H 股股份交易的限制；
- (aa) 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本公司认可；
- (bb) 若全球发售延迟或终止或因任何原因未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、

高级职员、雇员、顾问、代理或代表或参与全球发售的任何其他方均无需对投资者或其附属公司承担任何责任；

- (cc) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的 H 股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的 H 股股份数目的绝对酌情权；
- (dd) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、整体协调人及/或联席保荐人之间没有其他存在的协议；及
- (ee) 投资者已同意，投资总额及相关经纪费及征税的付款应于上市日前一个工作日下午 4 时正或之前（香港时间）。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力并且未被宣告无效、撤销、撤回或废止，及该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者

进一步同意并承诺，如果批准因任何原因不再维持全部效力及有效，或者被宣告无效、撤销、撤回或废止，将立即通知公司、整体协调人及联席保荐人；

- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资须就本协议所述交易遵循或另行就投资者认购投资者股份适用于投资的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用的下文监管机构规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、中国证监会、香港证监会及任何其他政府、公共、货币或监管机构或机关或证券交易所(合称及各自为“**监管机构**”)提供并同意根据适用法律的要求或任何监管机构不时提出的要求披露信息（包括但不限于(i)投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于其各自的名称和注册地点）。；(ii)本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；(iii)任何涉及投资者股份的掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份资料以及该掉期安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其实益拥有人和合伙人与公司及其任何股东之间的任何相关关系）（统称“**投资者相关信息**”）在任何适用监管机构的时间内并按照其要求提供。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属公司董事、高级人员、雇员、顾问和代表根据上市规则或适用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息。
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非整体协调人、联席保荐人、包销商或资本市场中介人的客户；

- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或监事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求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/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司、其关连人士（定义见上市规则）及其各自联系人的第三方；(ii)并非本公司的关连人士或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)有财力履行本协议项下的所有义务;(iv)并未直接或间接接受(a)本公司的任何核心关连人士（定义见上市规则）或 (b)本公司、本公司或任何附属公司的任何董事、最高行政管理人员、控股股东、主要股东或现有股东或彼等各自的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受任何该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等关连人士的指示；(v) 与本公司或其任何股东并无任何关联关系，除非另行向本公司、联席保荐人及整体协调人书面披露；(vi)不属于上市规则附录 F1（权益证券配售指引）第 5(2)段所述类别人士；
- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（权益证券的配售指引）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）、监事或现有股东或前述人士的代名人；
- (t) 除先前以书面形式通知联席保荐人及整体协调人，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所载或 FINI 界面或上市规则就承配人而规定须披露的任何承配人类别（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）须在本公司配发结果公告中指明的任何承配人类别；
- (u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与 H 股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (v) 认购及收购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、联交所刊发的《上市指南》第 4.15 章的规定，且不会采取任何可能导致本公司、联席保荐人及／或整体协调人违反该等规定的行为；
- (w) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何包销商或资本市场中介人的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者、其联属人士、董事、高级职员、雇员或代理为一方，与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理为另一方之间并无已订立或将订立任何协议或安排，包括任何不符合或违反上市规则（包括联交所刊发的《上市指南》第 4.15 章）的附函；
- (z) 除投资者将知会本公司、联席保荐人及整体协调人的事项，投资者或其任何联系人概无根据本协议申请或透过累计投标程序发出任何全球发售下 H 股的订单；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及／或联系人并未订立且不会订立涉及投资者股份的任何掉期安排或其他金融或投资产品；及

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何股份（根据本协议的投资者股份除外）。

- 6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述以及向监管机构及/或本公司、联席保荐人、整体协调人及其各自的关联方提供和/或根据监管机构及/或本公司、联席保荐人、整体协调人及其各自的关联方要求提供的所有投资者相关信息在所有方面属真实、完整及准确，且不具误导性。在无损第 6.1(b) 条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司或代表本公司、整体协调人及/或联席保荐人就全球发售可能发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括中国证监会、联交所及香港证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人及联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的包销商及资本市场中介人（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「受弥偿方」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的承认、确认、声明、保证及承诺（视情况而定）应解释为单独的承认、确认、声明、保证及承诺，并应视为在上市日及（如适用）延迟交割日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据其成立地法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股股份同等的权益；
- (d) 本公司、本公司的控股股东、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所刊发的《上市指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- (f) 本协议已由其正式授权、签署和交付，并构成其有效和具有约束力的义务，并可根据其条款对其强制执行，且本公司已采取并将采取一切必要步骤履行其在本协议项下的义务并使本协议和本协议项下拟定的交易生效；以及
- (g) 其将遵守与其发行和/或交付投资者股份的协议有关的所有相关法律法规。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股股份的投资者相同的权利。

6.9 投资者向公司、整体协调人及联席保荐人声明并保证其已阅读并理解附表 3 所载的被视作专业投资者对待的通知。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.6 或 4.7 条终止；
 - (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售交割日期或之前或（若适用）延迟交割日或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可各自单方面终止本协议（不论本协议是否有任何相反规定）；或
 - (c) 经本协议所有各方书面同意终止。
- 7.2 在不影响第 7.3 条的情况下，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。
- 7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议（如适用）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括中国证监会、联交所及香港证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、

命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及予以展示）。

- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司能够遵守有管辖权的监管机构（包括联交所和香港证监会及中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：中国北京市西城区广安门内大街 167 号
电邮：medical_morpheus_ml@iflytek.com
收件人：刘伟

若发送至投资者，则发送至：

地址：深圳市福田区福中三路诺德金融中心 35F
电邮：zhangrenqi@stonevc.com
收件人：张任奇

若发送至 Huatai，则发送至：

地址：香港皇后大道中 99 号中环中心 62 楼
电邮：projectmorpheus@htsc.com
传真：+852 3544 3884
收件人：ECM Team (Project Morpheus)

若发送至 GF Capital / GF Securities (Hong Kong) Brokerage，则发送至：

地址： 香港湾仔骆克道 81 号广发大厦 27 楼
电邮： ProjectMorpheus@gfgroup.com.hk
传真： +852 2907 6178
收件人： ECM Team (Project Morpheus)

若发送至 CCBIC，则发送至：

地址： 香港中环干诺道中 3 号中国建设银行大厦 12 楼
电邮： PROJECT_MORPHEUS@ccbintl.com
传真： +852 2523 1943
收件人： ECM Team (Project Morpheus)

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.3 投资者、本公司、整体协调人及联席保荐人应就为本协议及本协议项下拟进行的交易的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.4 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为避免疑义，对本协议的任何修改或变更无需事先通知或获得非本协议方任何人士的同意。
- 10.5 本协议将仅以中文签署。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定交割，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外（如适用），本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12 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，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

- 10.14 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。
- 10.15 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.17 如果任何属适用主体的全球发售下的包销商成为根据美国特别决议制度进行的法律程序所涉的对象，该包销商对本协议、本协议项下任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。

如果任何属适用主体的全球发售下的包销商或该包销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该包销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

(a) “《银行控股公司法》关联方”具有《美国法典》第12篇第1841(k)节中对“关联方”规定的含义，并据之解释。

(b) “适用主体”是指以下任何主体：

- (1) 《美国联邦法规》第12篇第252.82(b)节中定义（且据其解释）的“适用实体”；
- (2) 《美国联邦法规》第12篇第47.3(b)节中定义（且据其解释）的“适用银行”；或
- (3) 《美国联邦法规》第12篇第382.2(b)节中定义（且据其解释）的“适用金融服务机构”。

(c) “违约权”具有《美国联邦法规》第12篇第252.81节、第47.2节或第382.1节（以适用者为准）中规定的含义，并据之解释。

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第II篇及据之颁布的规定。

10.18 本协议项下各联席保荐人及整体协调人的义务为各自承担（而非共同或连带）。如果联席保荐人或整体协调人未能履行其在本协议项下的各自义务，则其他联席保荐人或整体协调人均不承担任何责任，且此类不履行不得影响其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人整体协调人有权单独或与其他联席保荐人及总协调人共同执行其在本协议项下的部分或全部权利。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 法律文书代收人

13.1 投资者不可撤销地委任周振新（地址为 Room 110, 29/F, The Gateway, Tower 5, Harbour City, 15 Canton Road, Kowloon, Hong Kong）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

13.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

14 副本

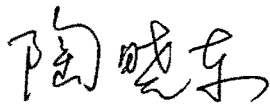
14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

[本页余下部分为有意留空，签字页后附]。

For and on behalf of
为且代表

Xunfei Healthcare Technology Co., Ltd.
讯飞医疗科技股份有限公司

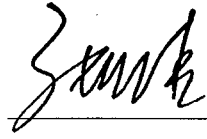


Name: Tao Xiaodong
姓名：陶晓东

Title: Executive Director and General Manager
职务：执行董事及总经理

为及代表

Costone China Growth Capital I L.P.

A handwritten signature in black ink, appearing to read 'Wei Zhang', is written above a horizontal line.

姓名: WEI ZHANG

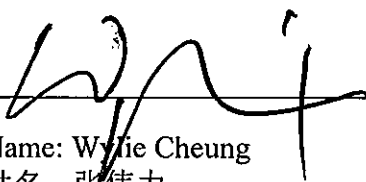
职衔: Director of the General Partner

FOR AND ON BEHALF OF:

为及代表

Huatai Financial Holdings (Hong Kong) Limited

华泰金融控股（香港）有限公司



Name: Wylie Cheung

姓名: 张伟力

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

GF Capital (Hong Kong) Limited

广发融资（香港）有限公司



Name: Patricio Lau

姓名：刘珀豪

Title: Director

职位：董事

FOR AND ON BEHALF OF:

为及代表

GF Securities (Hong Kong) Brokerage Limited

广发证券(香港)经纪有限公司



Name: Alex Yan

姓名: 阎明

Title: Managing Director

职位: 董事总经理

FOR AND ON BEHALF OF:

为及代表

CCB International Capital Limited

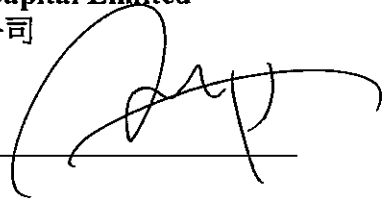
建银国际金融有限公司

Name: Michelle Pan

姓名: 潘丽容

Title: Managing Director

职位: 董事总经理

A handwritten signature in black ink, appearing to be 'Michelle Pan', written over a horizontal line. The signature is stylized and cursive.

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) 62,243,200 港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 50 股 H 股股份）。

根据上市规则第 18 项应用指引第 4.2 段、联交所刊发的《新上市申请人指南》第 4.15 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认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司有权凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 8.08(1)条规定的最低公众持股量或联交所另行批准的。此外，本公司及整体协调人可全权酌情调整投资者股份数目，以符合上市规则附录 F1（权益证券配售指引）。

附表 2

投资者详情

投资者

注册成立地点:	英属维尔京群岛
公司注册证书编号:	2770
商业登记号码:	N/A
法人机构识别编码	N/A
主要活动:	股权投资
最终控股股东:	张维
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
最终控股股东的主要活动:	N/A
股东及持有的权益:	投资人 (1) 由 CS Technology Holdings Limited 作为普通合伙人管理, 而该公司由张维先生全资拥有; (2) 由 Costone Technological Development Capital I L.P. 持有 47.85%, 而该投资基金由香港扬子江资产管理有限公司作为基金管理人管理, 并由海南均远基石私募证券投资基金合伙企业 (有限合伙) 全资持有; (3) 由 Cayman Cornerstone Asset Management Co., Ltd 持有 33.72%, 而该公司由张维先生全资拥有; (4) 由李瑞梦持有 15.33%; 以及 (5) 由 FENG Feifei 持有 3.10%。
待插入招股章程的投资者描述:	Costone China Growth Capital I L.P. (「 Costone China Growth 」) 為一家在英屬維爾京群島註冊的有限合夥企業, 為一家私募基金, 主要從事對在美國及香港股票市場上市的科技及醫療公司的股權投資。Costone China Growth 由 CS Technology Holdings Limited (「 CS Technology 」) 作為

其有限合夥人予以管理，及(i)約47.85%由 Costone Technological Development Capital I L.P.（由香港揚子江資產管理有限公司（「揚子江資產管理」）作為基金經理予以管理，並由海南均遠基石私募證券投資基金合夥企業（有限合夥）（「海南均遠基金」）全資擁有）擁有；(ii)約33.72%由 Cayman Cornerstone Asset Management Co., Ltd（由獨立第三方張維先生全資擁有）擁有；及(iii)約15.33%由獨立第三方 Li Ruimeng 擁有；及(iv)約3.10%由獨立第三方 Feng Feifei 擁有。揚子江資產管理由張維先生最終控制。海南均遠基金的普通合夥人為海南元啟基石海外私募股權投資基金管理合夥企業（有限合夥）（由中國著名的股權投資機構基石資產管理股份有限公司（「基石資產管理」）最終控制）。基石資產管理由張維先生最終控制。海南均遠基金的兩名有限合夥人為(i)馬鞍山宏泰企業管理諮詢有限公司，其持有海南均遠基金93.33%的合夥權益，由李斌及黃煌（均為獨立第三方）分別持有50%及50%權益，及(ii)深圳市頑石投資諮詢有限公司，其持有海南均遠基金3.33%的合夥權益，由張飛廉及江小雨（均為獨立第三方）分別持有90%及10%權益。CS Technology由張維先生全資擁有，而張維先生為基石資產管理的董事會主席及最終控制人。截至2024年12月12日，Costone China Growth 及 CS Technology 的在管資產分別為31.61百萬美元及31.71百萬美元。

相关投资者类别（须包括在联交所 FINI 配售人名单模板中或须由 FINI 界面就配售事宜披露）

基石投资者

附表 3

被视作专业投资者对待的通知

鉴于您属于《证券及期货(专业投资者)规则》如下所述的一类人士，因此您符合专业投资者的资格：

- (i) 经(a)在过去16个月内拟备的最近期的经审计财务报表，或(b)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，获托付的总资产不少于40,000,000港元（或等值）的信托法团；
- (ii) 经在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该个人呈交的公开档案确定，并考虑到(a)该个人本人的帐户内的投资组合；(b)该个人联同其有联系者于某联权共有帐户内的投资组合；(c)该个人在联同一名或多于一名其有联系者以外的人士于某联权共有帐户内的投资组合中所占部分；(d)主要业务是持有投资项目并由该个人全资拥有的法团的投资组合，拥有证券及 / 或货币存款投资组合不少于8,000,000港元（或等值）的个人；
- (iii) 符合以下说明的法团：
 - (a) 经(1)在过去16个月内拟备的最近期的经审计财务报表，或(2)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，拥有投资组合不少于8,000,000港元或总资产不少于40,000,000港元；
 - (b) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有：上述第(i)段指明的信托法团、上述第(ii)段指明的个人、下述第(iv)段指明的合伙企业、本段及上述第(iii)(a)段指明的法团或属于或《证券及期货条例》附表1第1部第1条所载「专业投资者」的定义的(a)、(d)、(e)、(f)、(g)或(h)所指的专业投资者；或
 - (c) 全资拥有上述第(iii)(a)段所述的法团；或
- (i) 经(a)在过去 16 个月内拟备的最近期的经审计财务报表，或(b)在过去 12 个月内发出或呈交由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该合伙企业呈交的公开档案确定，拥有投资组合不少于 8,000,000 港元或总资产不少于 40,000,000 港元的合伙企业。

根据您提供的资料，华泰金融控股（香港）有限公司，广发融资（香港）有限公司及建银国际金融有限公司（“联席保荐人”）已确定您符合专业投资者（“专业投资者”）的资格。如果任何有关资料不再真实、完整及准确，您须立即通知我们。

交回本通知的经签署文本，即表示您同意被联席保荐人归类为专业投资者。

由于您被归类为专业投资者，根据《证券及期货(成交单据、户口结单及收据)规则》，联席保荐人毋须向您提供有关您账户的成交单据及 / 或月结单及 / 或收据。

此外，由于您被归类为专业投资者，联席保荐人毋须向您提供有关其业务或雇员及代表雇员行事且将与您联络的其他人士的身份及职位的资料。联席保荐人不需要在代表您执行交易后与您即时确认交易要点。联席保荐人也不需要向您提供有关纳斯达克—美国证券交易所试点计划的文件。

如果您不愿意被视作专业投资者，请立即以书面形式通知联席保荐人，联席保荐人会在实际可行的情况下尽快相应地撤销您的专业投资者身份。

如果您对本通知有任何疑问，或要求对如何填写该等文件提供指引，请联络我们。

确认接受被视作专业投资者对待

DATED December 17, 2024

XUNFEI HEALTHCARE TECHNOLOGY CO., LTD.
(訊飛醫療科技股份有限公司)

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

GF CAPITAL (HONG KONG) LIMITED

GF SECURITIES (HONG KONG) BROKERAGE LIMITED

CCB INTERNATIONAL CAPITAL LIMITED

AND

THE HONG KONG UNDERWRITERS
(WHOSE NAMES APPEAR IN SCHEDULE 1)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially
703,600 H Shares (subject to reallocation)
of par value of RMB1.00 each in the share capital of
Xunfei Healthcare Technology Co., Ltd.

(訊飛醫療科技股份有限公司)

being part of a global offering of initially
7,035,550 H Shares (subject to the Over-Allotment Option)

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**THIS AGREEMENT is made on December 17, 2024
AMONGST:**

- (1) **XUNFEI HEALTHCARE TECHNOLOGY CO., LTD.** (訊飛醫療科技股份有限公司), a joint stock company incorporated in the PRC with limited liability having its registered address at 10th Floor, Shangyuan Huizhan Science and Technology Park, High-tech Zone, Hefei City, Anhui Province, PRC (the “**Company**” or the “**Warrantor**”);
- (2) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED** of 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);
- (3) **GF CAPITAL (HONG KONG) LIMITED** of 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Capital**”);
- (4) **GF SECURITIES (HONG KONG) BROKERAGE LIMITED** of 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong (“**GF Securities (Hong Kong) Brokerage**”, together with GF Capital, “**GF**”);
- (5) **CCB INTERNATIONAL CAPITAL LIMITED** of 12/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong (“**CCBI**”); and
- (6) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in **Schedule 1** (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

RECITALS:

- (A) The Company was established as a limited company under the name of Anhui Puji Information Technology Co., Ltd. (安徽普濟信息科技有限公司) on 13 May 2016. On 24 December 2021, the Company was converted into a joint stock company with limited liability and was renamed as Anhui Xunfei Medical Co., Ltd. (安徽訊飛醫療股份有限公司). On 15 February 2023, the Company was further renamed as Xunfei Healthcare Technology Co., Ltd. (訊飛醫療科技股份有限公司). The Company was registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) on August 22, 2024. As at the date of this Agreement, the Company has a registered share capital of RMB113,842,683, consisting of 113,842,683 Shares, with a nominal value of RMB1.00 each.
- (B) As at the date of this Agreement, the Controlling Shareholder is directly interested in approximately 52.47% of the total issued share capital of the Company.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering; and will concurrently offer and sell H Shares outside of the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act of 1933.
- (D) Huatai, GF Capital and CCBI have been appointed as the Joint Sponsors. Huatai, GF Securities (Hong Kong) Brokerage and CCBI have been appointed as the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs in connection with the Global Offering. China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited have been appointed as the Joint Bookrunners, the Joint Lead Managers and the CMIs in connection with the Global Offering. ABCI Capital Limited has been appointed as the Joint Bookrunner and the CMI in connection with the Global Offering. ABCI Securities Company Limited and

Advent Securities (Hong Kong) Limited have been appointed as the Joint Lead Manager and the CMI in connection with the Global Offering.

- (E) The Joint Sponsors have made an application on behalf of the Company to the Listing Division of the SEHK for the listing of, and permission to deal in the H Shares on the Main Board of SEHK (including any additional H Shares to be issued pursuant to any exercise of the Over-Allotment Option).
- (F) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) The Warrantor has agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.
- (H) The Company has appointed Tricor Investor Services Limited to act as its H share registrar for the H Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited to act as the receiving bank (the “**Receiving Bank**”) for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the nominee (the “**Nominee**”) to hold the application monies under the Hong Kong Public Offering.
- (J) The Company, the Overall Coordinators and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (K) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) at their sole and absolute discretion, to require the Company to allot and issue up to an additional 1,055,300 H Shares, representing approximately 15% of the Offer Shares initially available under the Global Offering, subject to and on the terms of the International Underwriting Agreement.
- (L) At a meeting of the board of Directors of the Company held on November 19, 2024, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and each of Dr. Tao Xiaodong and Dr. Liu Wei was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (M) The Company has received the filing notice from the CSRC on 19 July 2024 in relation to the Company to apply for the listing of the H Shares on the SEHK.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“**Acceptance Date**” means December 23, 2024, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

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

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

“**Affiliate**” means in relation to any person, means any other person which is the holding company of such person, or which is a subsidiary of such person or of the holding company of such person, or which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person and, for the purposes of the foregoing, “**control**” means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and “**controlling**”, “**controlled by**” and “**under common control with**” shall be construed accordingly;

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

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

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

“**Application Proof**” means the application proof of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on 26 January 2024 and 26 July 2024;

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

“**Articles of Association**” means the articles of association of the Company conditionally approved by the shareholders of the Company at the general meeting of the Company on December 6, 2024, which will become effective upon the Listing Date;

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

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

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

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

“**Capital Market Intermediaries**” or “**CMI(s)**” means Huatai, GF Securities (Hong Kong) Brokerage, CCBI, ABCI Capital Limited, ABCI Securities Company Limited, Advent Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited;

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

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

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

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

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

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

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

“**Controlling Shareholder**” has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to IFLYTEK Co., Ltd.;

“**Cornerstone Investment Agreements**” means the several cornerstone investment agreements entered into between, *inter alia*, the Company, the Joint Sponsors, the Overall Coordinators and the several cornerstone investors as described in the Hong Kong Prospectus;

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

“**CSRC Archive Rules**” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on 30 January 2024 pursuant to Article 13 of the CSRC Filing Rules;

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

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

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

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

“**Encumbrance**” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

“**Extreme Conditions**” means any extreme conditions or events, the occurrence of which causes interruption to the ordinary course business operations in Hong Kong and/or that may affect the Listing Date;

“**Final Offering Circular**” means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

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

“**Formal Notice**” means the press announcement in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

“**Global Offering**” means the Hong Kong Public Offering and the International Offering;

“**Group**” means the Company and its Subsidiaries;

“**Group Company**” means a member of the Group;

“**HKEX Guide**” means the “Guide for New Listing Applicants” published by the Stock Exchange in November 2023 which took effect on 1 January 2024

“**H Share Registrar**” means Tricor Investor Services Limited;

“**H Shares**” means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, which are to be listed on the Stock Exchange and traded in Hong Kong dollars;

“**HK\$**” or “**Hong Kong dollars**” or “**HKD**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**HKSCC**” means Hong Kong Securities Clearing Company Limited;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Offer Shares**” means 703,600 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.5, 4.11 and 4.12, as applicable;

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

“**Hong Kong Prospectus Date**” means the date of issue of the Hong Kong Prospectus, which is expected to be on or about December 18, 2024;

“**Hong Kong Public Offering**” means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

“**Hong Kong Public Offering Applications**” means applications to subscribe for Hong Kong Offer Shares made online through the **HK eIPO White Form** service or through **HKSCC EIPO** service to electronically cause HKSCC Nominees Limited to apply on an applicant's behalf or otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriter's Applications;

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

“**Hong Kong Public Offering Over-Subscription**” has the meaning ascribed to it in Clause 4.11;

“**Hong Kong Public Offering Under-Subscription**” has the meaning ascribed to it in Clause 4.6;

“**Hong Kong Public Offering Underwriting Commitment**” means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in Schedule 1 to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.5, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in Schedule 1;

“**Hong Kong Underwriter's Application**” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“**Incentive Fee**” has the meaning ascribed to it in Clause 6.1;

“**Indemnified Parties**” means (i) the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters; (ii) their respective head offices and branches, associates and Affiliates, their respective delegates referred to in Clause 3.8; (iii) their respective representatives, partners, directors, officers, shareholders, employees and agents; (iv) all partners, directors, officers, shareholders, employees and agents of their respective subsidiaries, head offices and branches, associates and Affiliates directly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and “**Indemnified Party**” means any of them;

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

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

“**International Offer Shares**” means 6,331,950 H Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares;

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

“**International Offering Documents**” means the Preliminary Offering Circular, the Disclosure Package and the Final Offering Circular;

“**International Offering Underwriting Commitment**” means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Over-Allotment Option;

“**International Underwriters**” means the persons named as such in the International Underwriting Agreement;

“**International Underwriting Agreement**” means the international underwriting agreement relating to the International Offering to be entered into between, among others, the Company, the Overall Coordinators and the International Underwriters;

“**Investor Presentation Materials**” means all information, materials and documents authorised by the Company for use in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

“**Joint Bookrunners**” means Huatai, GF Securities (Hong Kong) Brokerage, CCBI, ABCI Capital Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited, being the joint bookrunners of the Global Offering;

“**Joint Global Coordinators**” means Huatai, GF Securities (Hong Kong) Brokerage and CCBI, being the joint global coordinators of the Global Offering;

“**Joint Lead Managers**” means Huatai, GF Securities (Hong Kong) Brokerage, CCBI, ABCI Securities Company Limited, Advent Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited, being the joint lead managers to the Global Offering;

“**Laws**” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without

limitation, any and all regulations, rules, sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

“**Listing Committee**” means the listing committee of the SEHK;

“**Listing Date**” means the first day on which the H Shares commence trading on the Main Board of the SEHK (which is expected to be on December 30, 2024);

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

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

“**Material Adverse Change**” means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company, taken as a whole;

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

“**OC Announcements**” means the announcements dated 26 January 2024 and 26 July 2024 setting out the name of the Overall Coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

“**Offer Price**” means HK\$82.8 per H Share (exclusive of the Brokerage, the Trading Fee, the Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be subscribed for or purchased (as the case may be) under the Global Offering;

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

“**Offering Documents**” means the Hong Kong Public Offering Documents, International Offering Documents, the OC Announcements and any other documents made, issued, given, or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“**Operative Documents**” means the Receiving Bank Agreement, the Registrar Agreement, the Cornerstone Investment Agreements and any agreement between the Company and the HK eIPO White Form Service Provider, including all amendments and supplements to any of them;

“**Option Shares**” means up to 1,055,300 additional H Shares to be issued by the Company pursuant to the Over-allotment Option at the Offer Price;

“**Over-allotment Option**” means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Overall Coordinators for themselves and on behalf of the International Underwriters severally, and not jointly or jointly and severally, pursuant to which the Company is required to allot and issue up

to an aggregate of 1,055,300 additional H Shares as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement;

“**PHIP**” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on December 12, 2024, as amended or supplemented by and amendment or supplement thereto posted on SEHK’s website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

“**PRC**” means the People’s Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“**Preliminary Offering Circular**” means the preliminary offering circular dated December 18, 2024 issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

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

“**Receiving Bank Agreement**” means the agreement dated December 16, 2024 entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators and the Nominee for the appointment of the Receiving Bank and the Nominee in connection with the Hong Kong Public Offering;

“**Registrar Agreement**” means the agreement dated December 10, 2024 entered into between the Company and the H Share Registrar for the appointment of the H Share Registrar;

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

“**Reporting Accountants**” means Deloitte Touche Tohmatsu, Certified Public Accountants, 35/F, One Pacific Place, 88 Queensway, Hong Kong;

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

“**Securities Act**” means the United States Securities Act of 1933, and the rules and regulations promulgated thereunder, as amended from time to time;

“**Securities and Futures Ordinance**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

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

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

“**Shares**” means ordinary shares of par value of RMB1.00 each in the share capital of the Company;

“**Overall Coordinators**” or “**Sponsor-OCs**” means Huatai, GF Securities (Hong Kong) Brokerage and CCBI, the sponsor-overall coordinators and the overall coordinators (as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions) of the Global Offering;

“**Joint Sponsors**” means Huatai, GF Capital and CCBI, being the joint sponsors to the Global Offering;

“**Sponsor-OC Engagement Letters**” collectively means (i) the engagement letter dated 15 November 2023 entered into between Huatai and the Company in respect of the appointment of Huatai as a joint sponsor, a sponsor-overall coordinator, a joint global coordinator, a joint bookrunner, a joint lead manager and a CMI to the Global Offering; (ii) the engagement letter dated 14 November 2023 entered into between GF Capital, GF Securities (Hong Kong) Brokerage and the Company in respect of the appointment of GF Capital as a joint sponsor and GF Securities (Hong Kong) Brokerage as a sponsor-overall coordinator, a joint global coordinator, a joint bookrunner, a joint lead manager and a CMI to the Global Offering; and (iii) the engagement letter dated 15 November 2023 entered into between CCBI and the Company in respect of the appointment of CCBI as a joint sponsor, a sponsor-overall coordinator, a joint global coordinator, a joint bookrunner, a joint lead manager and a CMI to the Global Offering;

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

“**Subsidiaries**” means the subsidiaries of the Company within the meaning of the Companies Ordinance, including, without limitation, the companies listed as subsidiaries of the Company in the Accounts in Appendix I to the Prospectus, each a Subsidiary;

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

“**Taxation**” or “**Taxes**” means all forms of taxation whenever created, imposed or arising and whether of the PRC, Hong Kong or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of the PRC, Hong Kong or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“**Trading Fee**” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the SEHK;

“**Transaction Levy**” means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

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

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

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

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

“**Verification Notes**” means the verification notes relating to the Hong Kong Prospectus, copies of which have been signed and approved by, among others, the Directors;

“**Warranties**” means the representations, warranties, agreements and undertakings of the Warrantor as set out in Schedule 2;

“**HK eIPO White Form**” means the facility offered by the Company through the HK eIPO White Form Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus; and

“**HK eIPO White Form Service Provider**” means Tricor Investor Services Limited, the HK eIPO White Form service provider designated by the Company.

1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.4 **References:** Except where the context otherwise requires, in this Agreement:

1.4.1 references to “**Clauses**”, “**Recitals**” and “**Schedules**” are to clauses of and recitals and schedules to this Agreement;

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

1.4.3 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.4 the term “**or**,” is not exclusive;

1.4.5 references to “**persons**” shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);

1.4.6 the terms “**purchase**” and “**purchaser**”, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;

1.4.7 the terms “**sell**” and “**sale**”, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;

1.4.8 references to a “**subsidiary**” or “**holding company**” shall be the same as defined section 15 and section 13 of the Companies Ordinance;

1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

- 1.4.10 references to a document being “**in the agreed form**” shall mean such document in a form agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) Clifford Chance, legal advisers to the Company as to Hong Kong and US laws, on behalf of the Company; and (b) DLA Piper Hong Kong, legal advisers to the Underwriters as to Hong Kong laws, on behalf of the Overall Coordinators;
- 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.14 references to one gender shall include the other genders; and
- 1.4.15 references to the singular shall include the plural and vice versa.

2 CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied, or where applicable, waived:
 - 2.1.1 the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Overall Coordinators, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree;
 - 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus on the Business Day before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (WUMP) Ordinance, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date or such later time as agreed by the SEHK or the Registrar of Companies in Hong Kong;
 - 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, qualified (other than by customary conditions), revoked or withheld prior to the commencement of trading of the H Shares on the SEHK;

- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing) and such admission not subsequently having been revoked prior to the commencement of trading of the H Shares on the Main Board;
- 2.1.5 the execution and delivery of the International Underwriting Agreement by the parties thereto and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the Warranties being true, accurate, not misleading and not breached on and as of the date of this Agreement and the dates and times specified in Clause 8.2 (as though they had been given and made on such dates and times by references to the facts and circumstances then subsisting);
- 2.1.7 the Warrantor having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be;
- 2.1.8 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published remains valid and is not otherwise rejected, revoked, withdrawn, amended or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.9 all of the waivers as stated in the Hong Kong Prospectus to be granted by the SEHK are granted, and are not otherwise revoked, withdrawn, amended or invalidated;
- 2.1.10 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that the approval of the SEHK of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including the H Shares which may be issued pursuant to the exercise of the Over-allotment Option) and all of the waivers as stated in the Hong Kong Prospectus to be granted by the SEHK are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated; and
- 2.2 **Procure fulfilment:** The Warrantor undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI to use its best endeavours to fulfil or procure the fulfilment of the Conditions on or before the relevant time or date specified thereof and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Underwriters), the CSRC, the SEHK, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of

or in connection with the listing of the H Shares on the SEHK and the fulfilment of such Conditions on or before the relevant time or date specified therefor, provided that nothing in this Clause 2.2 shall require the Warrantor to procure the fulfilment of such Conditions by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's and their counsels.

2.3 **Extension:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Overall Coordinators may determine (in which case the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 in respect of the Condition set out in Clause 2.1.1 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition and any such waiver or modification shall be notified by the Overall Coordinators to the Company as soon as practicable after any such waiver or modification is made.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **Reduction of Offer Price or number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the Offer Price below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, promptly following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the offer price to be published on the websites of the Company at www.iflyhealth.com and the SEHK at www.hkexnews.hk. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary) and (iii) comply with all Laws applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental prospectus or a new prospectus.

2.6 **No waiver in certain circumstances.** The Overall Coordinators' consent to or knowledge of any amendments / supplements to the Offering Documents subsequent to their respective issue or distribution will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

3 APPOINTMENTS

- 3.1 **Overall Coordinators/Sponsor-OCs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, GF Securities (Hong Kong) Brokerage and CCBI as the overall coordinators / sponsor-overall coordinators of the Global Offering, and the Overall Coordinators / Sponsor-OCs, relying on the Warranties and subject to the terms and conditions of this Agreement and the Sponsor-OC Engagement Letters, hereby confirms and acknowledges its acceptance of such appointment.
- 3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, GF Securities (Hong Kong) Brokerage and CCBI to act as the joint global coordinators to the Global Offering, and each of the Joint Global Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.3 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, GF Capital and CCBI to act as the joint sponsors in connection with the listing of the H Shares on the SEHK, and the Joint Sponsors, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Joint Sponsors hereunder is in addition to the Sponsor-OC Engagement Letters, which shall continue to be in full force and effect.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, GF Securities (Hong Kong) Brokerage, CCBI, ABCI Capital Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited to act as the joint bookrunners of the Hong Kong Public Offering and the International Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, GF Securities (Hong Kong) Brokerage, CCBI, ABCI Securities Company Limited, Advent Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited to act as the joint lead managers of the Hong Kong Public Offering and the International Offering, and each of the Joint Lead Managers relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **CMIs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Huatai, GF Securities (Hong Kong) Brokerage, CCBI, ABCI Capital Limited, ABCI Securities Company Limited, Advent Securities (Hong Kong) Limited, China Galaxy International Securities (Hong Kong) Co., Limited, CMBC Securities Company Limited, ICBC International Securities Limited, SPDB International Capital Limited and TradeGo Markets Limited to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the CMIs relying on the Warranties and subject to the terms and conditions of this Agreement and each of the respective engagement letters, hereby confirms and acknowledges its acceptance of such appointment. The appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters (the “**CMI Engagement Letters**”) in respect of the Global Offering entered into among the CMIs and the Company, which shall continue to be in full force and effect.

- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them. Each of the appointees shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter and shall not be for the account of the Company. The relevant Hong Kong Underwriters shall remain liable to the Company for the performance of this Agreement and be responsible for the acts of the sub-underwriters in relation to this Agreement.
- 3.10 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a sponsor, sponsor-OC, overall coordinator, global coordinator, lead manager, bookrunner, capital market intermediary or Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.11 **No fiduciary relationship:** The Warrantor acknowledges and agrees that (i) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering; (ii) the Overall Coordinators, in its role as such, is acting solely as the overall coordinators of the Global Offering; (iii) the Joint Sponsors, in its role as such, is acting solely as the joint sponsors in connection with the listing of the H Shares on the SEHK; (iv) the Joint Global Coordinators, in their roles as such, are acting solely as the joint global coordinators of the Global Offering; (v) the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Global Offering; (vi) the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Global Offering; and (vii) the CMI's, in their roles as such, are acting solely as capital market intermediaries of the Global Offering.

The Warrantor further acknowledges that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMI's are acting pursuant to a contractual relationship with

the Warrantor entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, act or be responsible as a fiduciary or adviser to the Warrantor (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as the joint sponsors in connection with the proposed listing of the Company), their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof.

The Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs hereby expressly disclaim any fiduciary or advisory (subject to the Joint Sponsors' obligations as the joint sponsors in connection with the proposed listing of the Company) or similar obligations to the Warrantor, 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 SEHK or any process or matters leading up to such transactions (irrespective of whether it has advised or is currently advising the Company on other matters), and the Warrantor hereby confirms its understanding and agreement to that effect. The Warrantor, on the one hand, and the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, to the Warrantor regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantor.

The Warrantor, on the one hand, and the Hong Kong Underwriters, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of the Warrantor, and none of the Hong Kong Underwriters, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the CMIs have assumed, or will assume, any fiduciary, agency or advisory (subject to the Joint Sponsors' obligations as the joint sponsors in connection with the proposed listing of the Company) or similar responsibility in favour of the Warrantor with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether it has advised or is currently advising the Company on other matters), except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as the joint sponsors in connection with the proposed listing of the Company.

The Warrantor further acknowledges and agrees that the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors are not advising the Warrantor, their respective directors, supervisors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as the joint sponsors in connection with the proposed listing of the Company) in any jurisdiction. The Warrantor shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Joint Sponsors and their respective directors, officers and Affiliates shall have any responsibility or liability to the Warrantor with respect thereto, except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as the joint sponsors in connection with the proposed listing of the Company. Any review by the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Joint Sponsors and shall not be on behalf of the Warrantor.

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

The Warrantor agrees that it will not claim that the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI, or any of them, has rendered advisory services, or owes a fiduciary or similar duty to the Warrantor, in connection with transactions or matters contemplated by this Agreement or the process leading thereto (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as the joint sponsors in connection with the proposed listing of the Company). The Warrantor hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Hong Kong Underwriters, the CMI, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners or the Joint Lead Managers with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (except for, with respect to the Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as the joint sponsors in connection with the proposed listing of the Company).

- 3.12 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters,

the CMIs and the other Indemnified Parties shall have any liability whatsoever to the Warrantor or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and other Indemnified Parties in respect of the following matters (it being acknowledged by the parties that the Warrantor is solely responsible in this regard):

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

3.13.2 any of the matters referred to in Clauses 12.1.1 to 12.1.3,

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

3.13 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.7 or their respective delegates under Clause 3.8. The obligations of the appointees hereunder are several (and not joint or joint and several). Save as provided in Clause 3.8, the appointees shall not be responsible for any loss or damage to any other such appointee or their respective Affiliates. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees (except for any affiliates to which it has delegated any of its rights, duties, powers or discretions pursuant to Clause 3.8) to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

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

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

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

3.15.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

3.15.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;

- 3.15.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMI's, which is currently around 75% fixed and 25% discretionary;
- 3.15.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its Directors understand and undertake to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Manager, the CMI's and the Underwriters that they have met or will meet these responsibilities; and
- 3.15.7 where the Company decided not to adopt the Overall Coordinators' advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice (in the agreed form) to be published on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at www.iflyhealth.com or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors. The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official websites of the Stock Exchange (www.hkexnew.hk) and of the Company (www.iflyhealth.com).
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to the terms and conditions contained in the Receiving Bank Agreement. The Company will use all reasonable efforts to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed Tricor Investor Services Limited to act as the service provider in relation to the **HK eIPO White Form** service upon and subject to the terms and conditions of the Registrar Agreement. The Company will use all reasonable efforts to procure the H Share Registrar to do all such acts and things as may be required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a "black" rainstorm warning signal

or Extreme Condition being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or Extreme Condition remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

- 4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators, after consultation with the Company, shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the International Underwriting Agreement, the Receiving Bank Agreement and this Agreement, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, to reject or accept in whole or in part any Hong Kong Public Offering Application, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use all reasonable efforts to procure that the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Overall Coordinators with such information, calculations and assistance as the Overall Coordinators may reasonably require for the purposes of determining, *inter alia*:

- 4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that:
- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause

4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth in SCHEDULE 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.10 and 4.12, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.5, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in SCHEDULE 4.

- 4.8 **Accepted Application:** The Company agrees that all duly completed and submitted application received prior to the closing of the Application Lists and accepted by the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.
- 4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 deliver to the Overall Coordinators duly completed applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at its discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment.

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

The Company shall, as soon as practicable and in no event later than the date specified in the Hong Kong Prospectus for the despatch of H share certificates, duly allot and issue to the said applicants, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion and in relation to which it is under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:
- 4.11.1 subject to any required reallocation as set forth below in Clause 4.11.2 or 4.11.3, the Overall Coordinators, in their sole and absolute discretion after consultation with the Company, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of H Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion after consultation with the Company determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering;
 - 4.11.2 if purchasers have been procured by the International Underwriters for all International Offer Shares initially offered (the **International Offering Full or Over-subscription**) and the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall be increased to 2,110,700, 2,814,250 and 3,517,800 Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the case of (iii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-Allotment Option); and
 - 4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Public Offering and the Hong Kong Public Offering is fully subscribed or oversubscribed with the number of Hong Kong Offer Shares validly applied for in the Hong Kong Public Offering representing less than 15 times of the number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; or (ii) the International Offering is not fully subscribed and the Hong Kong Public Offering is fully subscribed or oversubscribed, the Overall Coordinators may, at their sole and absolute discretion after consultation with the Company, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to in such number as it deems appropriate, provided that in accordance with Chapter 4.14 of the HKEX Guide, the number of International Offer Shares under the International Offering reallocated to the Hong Kong Public Offering should not exceed 703,550 Offer Shares, representing approximately 10% of the Offer Shares initially available under the Global Offering, increasing the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering to 1,407,150 Offer Shares.

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, after consultation with the Company, be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred

to Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance letters of the SEHK, including but not limited to the relevant requirements under Chapter 4.14 of the HKEX Guide.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, after consultation with the Company, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators in their sole and absolute discretion determines. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion after consultation with the Company determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as a Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantor undertakes with the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to take such action and do (or use it reasonable endeavours to procure to be done) all such other acts and things reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on December 27, 2024 (the date specified in the Hong Kong Prospectus for the despatch of H share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in

- all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that H share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.
- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee (with interests thereof) will be paid in Hong Kong dollars to the Company on the Listing Date at or around 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than the Listing Date) in immediately available funds, provided, however, that:
- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators are entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all amounts payable by the Company pursuant to Clauses 5.3, 5.4, 6.1, 6.2 and 6.3 (if any costs, expenses, fees or charges referred to in this Clause 6.3 is paid or to be paid by any of the Overall Coordinators, Joint Global Coordinators, Joint Sponsors, Joint Bookrunners, Joint Lead Managers, CMI's or Hong Kong Underwriters for or on behalf of the Company);
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clauses 6.1 and 6.3, the Company shall pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or as soon as reasonably practicable after demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company; and
- 5.2.3 The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application

monies (including the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Transaction Levy) if and based on the Offer Price of HK\$82.8.

- 5.3 **Brokerage, Trading Fee, Transaction Levy and AFRC Transaction Levy for applicants:** The Overall Coordinators will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, Transaction Levy and AFRC Transaction Levy for the Company:** The Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee, the Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for payments of refunds of application monies and/or the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, or the Hong Kong Underwriters has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or the H Share Registrar or any other application or otherwise of funds unless such liability has been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have arisen out of or in connection with the wilful default, fraud or gross negligence of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, or the Hong Kong Underwriters.
- 5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission and incentive fee:** In consideration of the Hong Kong Underwriters assuming their Hong Kong Underwriting Commitment under this Agreement, subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 11, the Company shall pay or cause to be paid to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant

to Clauses 4.11 and 4.12, respectively) (the “**Underwriting Commission**”). The respective final entitlements of the Hong Kong Underwriters and the CMI to the Underwriting Commission will be paid as separately agreed in the International Underwriting Agreement, provided that any adjustment to the allocation of the Underwriting Commission to each Hong Kong Underwriter/CMI as set out in the respective engagement letters with the Company as an overall coordinator and/or joint global coordinator and/or joint bookrunner and/or joint lead manager and/or syndicate CMI and/or underwriter shall be in compliance with the Listing Rules. In addition to the Underwriting Commission, the Company may, in its sole and absolute discretion, elect to pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an incentive fee up to an aggregate of 1.5% of the Offer Price for all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively) (the “**Incentive Fee**”). The Company shall notify the Overall Coordinators before the Listing Date (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI) whether any Incentive Fee will be paid and the respective entitlement of relevant Hong Kong Underwriters to such discretionary incentive fee and such Incentive Fee shall be paid by the Company within 30 calendar days after the Listing Date.

- 6.2 **Sponsor fee and other fees and expenses:** The Company shall pay to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Joint Sponsors pursuant to and in accordance with the Sponsor-OC Engagement Letters. The Company further acknowledges and agrees that the sponsor’s fee relates to solely to services provided by the Joint Sponsors as the joint sponsors, and not any other services which it may provide, such as (without limitation) book building, pricing and underwriting. The sponsor fees of the Joint Sponsors shall be deducted from the underwriting commission payable by the Company to such Joint Sponsors in connection with the Global Offering.
- 6.3 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation (which in the case of Taxation shall exclude Taxes imposed on the net income or profit of the relevant Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter in the jurisdiction in which such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter is incorporated or is a tax resident arising solely out of any commission or fees received by such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter under this Agreement or in connection with the Global Offering) in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, subject to the terms of agreements entered into between the Company and the relevant parties, without limitation, the following:
- 6.3.1 fees, disbursements and expenses of the Reporting Accountants;
 - 6.3.2 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Service Provider;
 - 6.3.3 fees, disbursements and expenses of all legal advisers to the Company and fees, disbursements and expenses of all legal advisers to the Underwriters in accordance

- with the relevant engagement letters entered between the Company and such legal advisers;
- 6.3.4 fees, disbursements and expenses of the Industry Consultant;
 - 6.3.5 fees, disbursements and expenses of the Internal Control Consultant;
 - 6.3.6 fees, disbursements and expenses of any public relations consultant in accordance with the engagement letter between the Company and such public relations consultant;
 - 6.3.7 fees, disbursements and expenses of the Receiving Bank and the Nominee;
 - 6.3.8 fees, disbursements and expenses of other agents, consultants and advisers engaged by the Company and by the Underwriters (with prior written approval of the Company) relating to the Global Offering;
 - 6.3.9 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong);
 - 6.3.10 all cost and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged and as instructed by the Company in connection with the road show presentation and other fees and expenses incurred by the Company;
 - 6.3.11 all printing and advertising costs (including all fees and expenses of the financial printer engaged and instructed by the Company for the Global Offering) as approved and incurred by the Company;
 - 6.3.12 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;
 - 6.3.13 all costs and expenses of conducting the syndicate analysts' briefing and for printing and distribution of research reports;
 - 6.3.14 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
 - 6.3.15 the Trading Fee, the Transaction Levy and the AFRC Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable by the Company, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares pursuant to the Global Offering;
 - 6.3.16 fees and expenses relating to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;
 - 6.3.17 all costs and expenses related to the preparation and launching of the Global Offering as agreed between the Company and the respective parties, provided that the Company shall not be liable for any out-of-pocket expenses incurred by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint

Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries in the course of their respective engagements exceeding the relevant fee cap, if any, as stipulated in the relevant engagement letters entered into between them and the Company;

- 6.3.18 fees and expenses related to company searches, litigation searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering; and
- 6.3.19 all CCASS transaction fees payable in connection with the Global Offering.

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

- 6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clause 6.1, but the Company shall pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 and Clause 6.3 which have been incurred or are liable to be paid by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and/or the Hong Kong Underwriters and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2 and Clause 6.3, forthwith upon demand by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be according to the terms of this Agreement and the agreements entered into between the Company and such relevant parties.
- 6.5 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within thirty (30) Business Days of the first written request by the Overall Coordinators or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties after the Listing Date.

7 STABILIZATION

- 7.1 **Stabilizing manager and stabilization actions:** The Company acknowledges that Huatai and/or any person acting for it, to the exclusion of all others, (the “**Stabilizing Manager**”) is hereby appointed to act as stabilizing manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Stabilizing Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilization actions. Any such agent shall have the rights and authorities conferred upon the Stabilizing Manager pursuant to this Clause. Any stabilization actions taken by the Stabilizing Manager and/or any person acting for it as stabilizing manager shall be conducted in

compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMI) to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company.

7.2 **Stabilizing losses and profits:** All liabilities, expenses and losses arising from stabilization activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the International Underwriters in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it shall be for the account of the Overall Coordinators. For the avoidance of doubt, the Company shall not be responsible for any liabilities, expenses or losses arising from stabilization activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager pursuant to this Clause.

7.3 **No stabilization by the Warrantor:** The Warrantor undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that it will not, and will cause its Affiliates or any of its or its Affiliates' respective directors, supervisors, officers, employees, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

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

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** The Warrantor hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Schedule 2 to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not

misleading as at the date of this Agreement, and the Warrantor acknowledges that each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (WUMP) Ordinance;

8.2.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es)(if any);

8.2.3 on the Acceptance Date;

8.2.4 on the date of the International Underwriting Agreement;

8.2.5 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications to purchase all or any of the Unsold Hong Kong Offer Shares and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.6 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;

8.2.7 immediately prior to 8:00 a.m. on the Listing Date;

8.2.8 immediately prior to commencement of dealings in the Offer Shares on the SEHK;

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents made or delivered under Clause 8.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** The Warrantor hereby undertakes to as soon as practicable notify the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect.

8.4 **Undertakings not to breach Warranties:** The Warrantor hereby undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters not to or do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue,

incorrect, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, the Warrantor agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators, except as required by applicable Laws, in which case the Warrantor shall, to the extent permissible under the applicable Laws and practicable, first consult the Joint Sponsors and the Overall Coordinators before such amendments or supplement.

- 8.5 **Remedial action and announcements:** The Warrantor shall notify the Joint Sponsors and the Overall Coordinators, as soon as reasonably practicable, if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, if the same were issued immediately after the occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall as soon as reasonably practicable take such remedial action as may be reasonably required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Joint Sponsors and the Overall Coordinators may reasonably require and supplying the Joint Sponsors, the Overall Coordinators (on behalf of itself and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact.

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

- 8.6 **Warrantor's knowledge:** A reference in this Clause 8 or in Schedule 2 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers,

the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

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

8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Warrantor has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

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

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** The Company has undertaken to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Hong Kong Underwriters, and the CMIs not to (save for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering including pursuant to any exercise of the Over-allotment Option), without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the last date of the six months after the Listing Date (the “**First Six-Month Period**”):

- (a) offer, allot, issue, sell, accept subscription for, contract or agree to allot, issue or sell, assign, grant or sell any option, warrant, right or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, or otherwise transfer or dispose of, or agree to transfer or dispose of, or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in any H Shares or other equity securities of the Company, or any interests in any of the foregoing (including, but not limited to, any securities that are convertible into or exercisable or exchangeable for, or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or other equity securities of the Company), or deposit any H Shares or 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 subscription or ownership (legal or beneficial) of any H Shares or other equity securities of the Company, or any interest therein (including, without limitation, any securities of which are convertible into or exchangeable or exercisable for, or represent the right to receive, or any warrants or other rights to purchase, any H Shares or other equity securities of the Company); or
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) offer to or contract to or agree to announce, or publicly disclose that the Company will or may enter into any such transaction described in paragraphs (a), (b) or (c) above,

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

In the event that, during the period of six months immediately following the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any such transactions or offers or agrees or contracts to, enter into any such transactions, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the H Shares or other securities of the Company.

9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters, that it will not effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK (the “**Minimum Public Float Requirements**”) on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

9.3 **Full force:** The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters and each of them that it shall:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all requirements of the CSRC, the SEHK, the SFC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 cooperating with and fully assisting, and procuring the Controlling Shareholder, and/or any of the Company's directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Underwriters, the Overall Coordinators and the CMIs, to meet its obligations and responsibilities and to facilitate its performance of its duties, as the case may be, as a sponsor, an overall coordinator, a sponsor-OC and/or a capital market intermediary and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules;
 - 10.1.2 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not subsequently cancelled or revoked;
 - 10.1.3 making and obtaining all necessary Approvals and Filings in connection with the Global Offering (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and any other relevant Governmental Authority;
 - 10.1.4 making available on display on the websites of the Stock Exchange and the Company, the documents referred to in the section of the Hong Kong Prospectus headed "Appendix VII – Documents delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;
 - 10.1.5 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than the date specified in the Hong Kong Prospectus for the despatch of share certificates, causing 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 applications or, as the case may be, procuring that the share certificates 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 accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant;
 - 10.1.6 procuring that none of the Directors and that the relevant Director to procure none of their respective associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
 - 10.1.7 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

- 10.1.8 without prejudice to **Clause 10.1.6**, using its best endeavours to procure that no connected person, existing shareholders of the Company or their close associates (both as defined in the Listing Rules) will itself/himself (or through a company controlled by it/him), apply for Hong Kong Offer Shares either in its/his own name or through nominees unless permitted to do so under the Listing Rules or having obtained waiver or consent from the Stock Exchange to that effect, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholders of the Company or their close associates (as defined in the Listing Rules) either in their own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters);
- 10.1.9 procuring that none of the Company and the Controlling Shareholder, and using reasonable efforts to procure that none of their respective directors, officers, employees, Affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the International Underwriting Agreement;
- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” other than change in respect of which the Company has complied with any applicable requirements of the Listing Rules or other requirements of the Stock Exchange;
- 10.1.11 save for the issuance of H Shares pursuant to the exercise of the Over-allotment Option, and conversion of Unlisted Shares into H Shares as disclosed in the Prospectus, from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise);
- 10.1.12 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreement, it will not, and will procure that its Affiliates, directors, supervisors, officers, employees or agents will not offer, agree to provide, procure any other person or entity to provide, or arrange to provide any direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the HKEX Guide;
- 10.1.13 following the Listing Date and up to or on the date falling twelve months after the Listing , ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the H Shares; and
- 10.1.14 prior to publishing any press release issued by the Company in connection with the Global Offering within six months after the Listing, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review.

- 10.2 **Information:** provide to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Company or the Controlling Shareholder or otherwise as may be reasonably required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of the CSRC or of any other relevant Authority) in connection with the Global Offering.
- 10.3 **Restrictive covenants:** the Company will not:
- 10.3.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate in any respect or misleading;
 - 10.3.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the reasonable opinion of the Overall Coordinators has or will or may have a material adverse effect on the Global Offering;
 - 10.3.3 take any steps which are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;
 - 10.3.4 at any time after the date of this Agreement up to and including the thirtieth (30th) day after the last date for lodging of applications under the Hong Kong Public Offering, amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent not to be unreasonably withheld or delayed);
 - 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-Allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company, including, without limitation, the Articles of Association; and
 - 10.3.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement.
- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

- 10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including the rules, regulations and requirements of the CSRC, the SEHK, the SFC and any other Authority, the Listing Rules (including the provisions of Chapters 9, 13, 14 and 14A of the Listing Rules) and the Hong Kong Code on Takeovers and Mergers and Share Buy-Backs), including:
- 10.5.1 deliver to the SEHK as soon as practicable before the commencement of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Appendix 5, Form F of the Listing Rules;
 - 10.5.2 procure that the audited consolidated financial statements of the Company for the financial year ending 31 December 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
 - 10.5.3 at all times adopt and uphold a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
 - 10.5.4 comply with all the undertakings and commitments made by it or the Directors or the Supervisors in the Hong Kong Prospectus and submissions to the Stock Exchange and/or the SFC in connection with the Global Offering;
 - 10.5.5 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere;
 - 10.5.6 complying with the Listing Rule requirements to document the rationale behind the Company’s decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
 - 10.5.7 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 its Directors;
 - 10.5.8 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMI’s under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Overall Coordinators ;
 - 10.5.9 maintain the appointment of a compliance adviser as required by the Listing Rules;
 - 10.5.10 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement ; and

- 10.5.11 provide to the Joint Sponsors, the Overall Coordinators, (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved or are being rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;
- 10.7 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators if, at any time up to or on the date falling 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:
- 10.7.1 inform the SEHK and SFC of such change or matter if so required by any of the Joint Sponsors, the Overall Coordinators, the Underwriters and the CMIs;
- 10.7.2 at its own expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK or reasonably required by the Joint Sponsors or the Overall Coordinators and in a form agreed by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK for approval and publish such documentation in such manner as the SEHK, as applicable or the Joint Sponsors or the Overall Coordinators may reasonably require;
- 10.7.3 at its own expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares, and
- 10.7.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators (such consent shall not be unreasonable delayed or withheld),
- and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and
- 10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination events:** If any of the events set out below occurs at any time prior to 8:00 a.m. on the Listing Date, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in their absolute discretion may by giving written notice to the Company to terminate this Agreement with immediate effect:

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

- (a). any event, or series of events, whether in continuation, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a national, regional or international emergency or war, calamity, crisis, epidemic (including COVID-19, SARS, swine or avian flu, H5N1, H1N1, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) or such related/mutated forms), pandemic, outbreaks, escalation, mutation or aggravation of diseases, export controls, economic sanctions, strikes, labour disputes, lockouts, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, riots, rebellion, civil commotion, calamity, public disorder, acts of war, outbreak or escalation of hostilities (whether or not war is declared), acts of God or acts of terrorism (whether or not responsibility has been claimed), paralysis in government operations, in or affecting Hong Kong, the PRC, the United States, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to the Company (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b). any change or development involving a prospective change, or any event or circumstances or series of events likely to result in any change or development involving a prospective change, in any local, national, regional or international financial, economic, political, military, industrial, legal, fiscal, regulatory, currency, credit or market matters or conditions, exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets), in or affecting any of the Relevant Jurisdictions; or
- (c). any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange, or the Shenzhen Stock Exchange; or
- (d). any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent authority), New York (imposed at the U.S. Federal or New York State level or by any other competent authority), London, the PRC, or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (e). any new law or regulation or any change or development involving a prospective change in existing laws or regulations or any change or development involving a prospective change in the interpretation or application thereof by any court or any governmental authority in or affecting any of the Relevant Jurisdictions; or

- (f). the imposition of sanctions in whatever form, directly or indirectly, by or for any of the Relevant Jurisdictions on the Company or any member of the Group; or
- (g). any change or development involving a prospective change or amendment in or affecting Taxes or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of the Hong Kong dollar or the Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or Renminbi is linked to any foreign currency), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or
- (h). other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Hong Kong Prospectus, Final Offering Circular or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (i). any valid demand by creditors for repayment or payment of any indebtedness of any member of the Group or any member of the Group is liable to prior to its stated maturity; or
- (j). any material litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened or instigated against the Group or any Director or any Supervisor; or
- (k). any contravention by any member of the Group, any Director, any Supervisors of any applicable Laws; or
- (l). any non-compliance of the Hong Kong Prospectus, the CSRC Filings (or any other documents used in connection with the contemplated subscription and sale of the Offer Shares) or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable laws and regulations; or
- (m). any change or prospective change or development, or a materialisation of, any of the risks set out in section headed “Risk Factors” in the Hong Kong Prospectus; or
- (n). an authority or a political body or organization in any Relevant Jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any Director or Supervisor; or
- (o). any Director or any Supervisor is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or
- (p). any order or petition for the winding up or liquidation of any member of the Group (other than the Company) or any composition or arrangement made by any member of the Group (other than the Company) with its creditors or a scheme of arrangement entered into by any member of the Group (other than the Company) or any resolution for the winding-up of any member of the Group (other than the Company) or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any member

of the Group (other than the Company) or anything analogous thereto occurring in respect of any member of the Group (other than the Company); or

- (q). any chief executive officer, any Director or any Supervisors is vacating his or her office;

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

- (i). has or will or may have a material adverse effect on the assets, liabilities, general affairs, business, management, prospects, shareholder's equity, profit, losses, earnings, results of operations, performance, position or condition, financial or otherwise, of the Company as a whole; or
- (ii). has or will have or may have a material adverse effect on the success or marketability of the Global Offering or the level of applications or the distribution of the Offer Shares under the Hong Kong Public Offering or the level of interest under the International Offering; or
- (iii). makes or will make or may make it inadvisable, inexpedient, impracticable or incapable for any part of the Hong Kong Underwriting Agreement, or any part of the Hong Kong Public Offering or the Global Offering, or the delivery of the Offer Shares, to be performed or implemented or to proceed or to market the Global Offering in the manner contemplated by the Offering Documents; or
- (iv). has or will or may have the effect of making any part of this Agreement (including underwriting) impracticable or incapable of performance in accordance with its terms or preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

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

- (a). any statement contained in the Hong Kong Public Offering Documents and/or any notices, announcements, advertisements, communications or other documents (including any announcement, circular, document or other communication pursuant to this Agreement) issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto but excluding information relating to the Underwriters) was, when it was issued, or has become, untrue, incorrect, inaccurate in any material respects or misleading or deceptive, or that any estimate, forecast, expression of opinion, intention or expectation contained in any of such documents is not fair and honest and based on reasonable grounds or reasonable assumptions taken as a whole with reference to the facts and circumstances then subsisting; or
- (b). any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or misstatement in, any of the Offering Documents (including any supplement or amendment thereto); or
- (c). there is a material breach of, or any event or circumstance rendering untrue, incorrect or misleading in any material respect, any of the warranties given by

the Company in this Agreement or the International Underwriting Agreement or the Cornerstone Investment Agreements, as applicable; or

- (d). there is a material breach of any of the obligations imposed upon the Company under this Agreement or the International Underwriting Agreement, as applicable; or
- (e). there is an event, act or omission which gives or is likely to give rise to any liability of the Warrantor pursuant to the indemnities given by it under Clause 12 under this Agreement or the International Underwriting Agreement, as applicable; or
- (f). there is any material adverse change or development or likely to be any prospective material adverse change or development in the assets, liabilities, general affairs, business, management, prospects, shareholders' equity, profits, losses, earnings, results of operations, performance, position or condition, financial or otherwise, of the Group taken as a whole; or
- (g). the approval of the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering, other than subject to customary conditions, is refused or not granted on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (h). any person named as an expert in the Hong Kong Prospectus (other than any of the Joint Sponsors) has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (i). the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- (j). there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares (including the H Shares to be issued pursuant to the Over-allotment Option) pursuant to the terms of the Global Offering; or
- (k). any order or petition for the winding up or liquidation of the Company or any composition or arrangement made by the Company with its creditors or a scheme of arrangement entered into by the Company or any resolution for the winding-up of the Company or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of the Company or anything analogous thereto occurring in respect of the Company; or

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

- 11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination; and

- 11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement).

12 INDEMNITY

- 12.1 **Indemnity:** The Warrantor undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority) and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:
- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, and any notices, announcements, advertisements, communications or other documents issued or authorised by the Company relating to or connected with the Company, or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 any Related Public Information, containing any untrue, inaccurate, incorrect or alleged untrue statement of a material fact, or omitting or being alleged to have omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which it was made, not misleading, or not containing or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and Losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them), containing any untrue, incorrect or inaccurate or

alleged untrue, incorrect or inaccurate statement of material fact, or omitting or being alleged to have omitted a material fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all the information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction;

- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be untrue, inaccurate or misleading in any material aspect or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading; or
- 12.1.5 the execution, delivery and performance of this Agreement by the Warrantor, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.6 any breach or alleged breach on the part of the Warrantor of any of the provisions of this Agreement, the Articles of Association or the International Underwriting Agreement; or
- 12.1.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.8 the execution, delivery and performance by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents or otherwise in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a sponsor-overall coordinator, overall coordinator, CMI or otherwise, as applicable; or
- 12.1.9 any act or omission in relation to the Global Offering of the Group; or
- 12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules or any Law of any relevant jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 12.1.11 any failure or alleged failure by the Company or any of the Directors, or the Supervisors to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors and the Supervisors for the purpose of the Global Offering); or
- 12.1.12 any breach or alleged breach by the Company of any Listing Rules or applicable Laws in connection with the Global Offering; or
- 12.1.13 any Proceeding being instigated against the Company or any of the Directors, or the settlement of any such investigation or Proceeding, which is or will be materially adverse to, or materially affect, the business or financial or trading position or prospects of the Company taken a whole, and which may have a material adverse effect on the Global Offering; or

12.1.14 any matters arising out of or in connection with the Global Offering,

provided that the indemnity provided for Clause 12.1 shall not apply in connection with the matters referred to in Clause 12.1.8 to the extent where any such Proceeding or any such Loss is finally determined by a court of competent jurisdiction or an arbitral panel to have been solely and directly caused by the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party.

The non-application of the indemnity provided for in this Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to the Warrantor to recover any Loss which the Warrantor may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters or any other Indemnified Parties of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, unless and to the extent that they are finally judicially determined by a court of competent jurisdiction or a competent arbitral tribunal constituted pursuant to Clause 16.2 (as the case may be) to have been solely and directly caused by the gross negligence, willful default or fraud on the part of such Indemnified Party.
- 12.3 **Notice of claims:** If the Warrantor becomes aware of any claim which may give rise to a liability against the Warrantor under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Warrantor in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Warrantor shall not relieve the Warrantor from any liability which the Warrantor may have to any Indemnified Party under this Clause 12 or otherwise. The Warrantor may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Warrantor shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Warrantor acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Warrantor and paid as incurred.
- 12.5 **Settlement of claims:** The Warrantor shall not, without the prior written consent of an Indemnified Party (such consent shall not be unreasonably withheld or delayed), effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and

substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Warrantor under this Agreement. The Indemnified Parties are not required to obtain consent from the Warrantor with respect to such settlement or compromise. The Warrantor shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Warrantor, and agrees to indemnify and hold harmless the Indemnified Party from and against any Loss or liability by reason of such settlement, compromise or consent judgement. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Warrantor herein shall be in addition to any liability which the Warrantor may otherwise have.

- 12.6 **Arrangements with advisers:** If the Warrantor enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Warrantor or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Warrantor or to any other person arising out of the performance of its duties under this Agreement, the Warrantor shall:
- 12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Warrantor would not have been entitled to recover from such Indemnified Party; and
 - 12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12, unless and to the extent that they are finally judicially determined by a court of competent jurisdiction or a competent arbitral tribunal constituted pursuant to Clause 16.2 (as the case may be) to have been solely and directly caused by the gross negligence, willful default or fraud on the part of such Indemnified Party.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by the Warrantor as and when they are incurred within thirty (30) Business Days of a written notice demanding payment being given to the Warrantor by or on behalf of the relevant Indemnified Party.

- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by the Warrantor under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If the Warrantor makes a deduction or a withholding under this Clause 12, the sum due from the Warrantor shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Warrantor shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or despatched by the Warrantor (or by any of its directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such approval shall not be unreasonably withheld) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the CSRC, the SEHK, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long the Joint Sponsors or the Overall Coordinators remains as sponsor or adviser to the Company, the termination of this Agreement. The Company shall procure compliance by its Affiliates with the provisions of this Clause 13.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its Affiliates and its and their directors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates and its and their respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:

- 14.2.1 required by applicable Laws;
- 14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the CSRC, the SEHK and the SFC, whether or not the requirement for disclosure of information has the force of law;
- 14.2.3 required to vest the full benefit of this Agreement in such party;
- 14.2.4 disclosed to the professional advisers and auditors of such party under a duty of confidentiality;
- 14.2.5 the information has come into the public domain through no fault of such party;
- 14.2.6 required by any Overall Coordinators, Joint Global Coordinators, Joint Bookrunner, Joint Lead Manager, Joint Sponsors, the CMIs, Hong Kong Underwriter or their respective Affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;
- 14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)); or
- 14.2.8 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the cases of Clauses 14.2.3 and 14.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

- 15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.
- 15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:
 - 15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;
 - 15.2.2 if sent by post, two Business Days after the date of posting;
 - 15.2.3 if sent by airmail, five Business Days after the date of posting;
 - 15.2.4 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and

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

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

15.3 **Details of contact:** The relevant address, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to **the Company**, to:

10th Floor, Shangyuan Huizhan Science and Technology Park, High-tech Zone, Hefei City, Anhui Province, PRC

Email : weiliu43@iflytek.com, jpqian2@iflytek.com and qqliu22@iflytek.com

Attention : Dr. Liu Wei, Mr. Qian Jinping and Mr. Liu Qingqing

If to **Huatai**, to:

62/F, The Center, 99 Queen's Road Central, Hong Kong

Fax : +852 3544 3884

Email : projectmorpheus@htsc.com

Attention : ECM Team (Project Morpheus)

If to **GF Capital** and **GF Securities (Hong Kong) Brokerage**, to:

27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong

Fax : +852 2907 6178

Email : ProjectMorpheus@gfgroup.com.hk

Attention : ECM Team (Project Morpheus)

If to **CCBI**, to:

12/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong

Fax : +852 2523 1943

Email : PROJECT_MORPHEUS@ccbintl.com

Attention : ECM Team (Project Morpheus)

If to any of the Hong Kong Underwriters, to the address, email and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, email or facsimile number for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place;
or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement and any Dispute (as defined in Clause 16.2) shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Any dispute, controversy, difference or claim arising out of or relating to this Agreement (including any dispute regarding its the existence, validity, interpretation, performance, breach or termination and any dispute regarding non-contractual obligations arising out of or relating to it) (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this Clause 16.2. The law of this arbitration clause shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three, to be appointed in accordance with the Rules. The arbitration proceedings shall be conducted in English. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim or or interlocutory relief from any court of competent jurisdiction.

16.3 **Joinder of proceedings:** Notwithstanding Clause 16.2, each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters 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 relating to this Agreement commenced by a non-party to this Agreement in any court of competent jurisdiction (“**Court Proceedings**”), to join the Company as a party to those proceedings or otherwise pursue claims against the Company in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If the Company is joined as a party to any Court Proceedings in accordance with this Clause 16.3, no arbitration shall be commenced or continued by any party under Clause 16.2 in respect of a dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined.

16.4 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

Process agent: The Company has established a place of business in Hong Kong at 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong, and have been registered as a non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance on August 22, 2024. Where proceedings permitted under this Clause 16 are taken against the Company in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such

proceedings, the Company shall appoint an agent for the service of process in that jurisdiction acceptable to the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company, and such appointment shall be effective upon the giving notice of such appointment to the Company.

- 16.5 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, the Warrantor agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the

Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, and (i) in case of the Joint Sponsors and Overall Coordinators, the Sponsor-OC Engagement Letter; and (ii) in case of the CMI's, the CMI Engagement Letters, constitutes the entire agreement between the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Sponsor-OC Engagement Letters and the CMI Engagement Letters respectively) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. If any terms herein are inconsistent with that of the Sponsor-OC Engagement Letter and the CMI Engagement Letters, the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgement Currency Indemnity:** In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgement currency**") other than Hong Kong dollars, the Warrantor will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgement currency for the purpose of such judgement or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgement currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Warrantor and shall continue in full force and effect notwithstanding any such judgement or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

- 17.11 **Taxation:** All payments to be made by or on behalf of the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters, as applicable.

If any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Hong Kong Underwriters is required by any Authority to pay any Taxes as a result of this Agreement, the Company will pay an additional amount to such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter so that the full amount of such payments as agreed in this Agreement to be paid to such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter is received by such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter. The Company will further, if requested by such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, use reasonable efforts to give such assistance as such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter may reasonably request to assist such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter reasonably requests, promptly making available to such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, by making payment of such funds on behalf of such Joint Sponsors, Overall Coordinators, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment. For the avoidance of doubt, the Warrantor shall not be obliged to pay any additional amounts or increase any amount paid under this Clause 17.11 as a result of Taxes imposed on the net income or profit of the relevant Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter in the jurisdiction in which such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter is incorporated or is a tax resident arising solely out of any commission or fees received by such Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter under this Agreement or in connection with the Global Offering.

- 17.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and Hong Kong Underwriter (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.

- 17.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinators, Joint Sponsors or Underwriter.
- 17.14 **Further Assurance:** The Warrantor shall from time to time, on being required to do so by the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Overall Coordinators may require to give full effect to this Agreement and secure to the Joint Sponsors, the Overall Coordinators, the Joint Lead Managers, Joint Bookrunners, the CMIs, the Hong Kong Underwriters, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.15 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 17.16 **Recognition of the U.S. Special Resolution Regimes:**
- 17.16.1 In the event that any Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States;
- 17.16.2 In the event that any Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States;
- 17.16.3 In this Clause 17.16:
- “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
- “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).
- “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.
- “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

- 17.17 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this Clause 17.17, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 17.17.1 Indemnified Parties may enforce and rely on Clause 12.1 to the same extent as if they were a party to this Agreement.
 - 17.17.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 17.17.1.
 - 17.17.3 The assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 17.18 **Professional Investors:** The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean each of the Company, and “we” or “us” or “our” shall mean the Overall Coordinators (on behalf of the Underwriters) and their respective affiliates.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriter (Address, Email and Fax Number)</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center, 99 Queen's Road Central Hong Kong Fax: +852 3544 3884 Email: projectmorpheus@htsc.com	See below	See below
GF Securities (Hong Kong) Brokerage Limited 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong Fax: +852 2907 6178 Email: ProjectMorpheus@gfgroup.com.hk	See below	See below
CCB International Capital Limited 12/F CCB Tower, 3 Connaught Road Central, Central, Hong Kong Fax: +852 2523 1943 Email: PROJECT_MORPHEUS@ccbintl.com	See below	See below
ABCI Securities Company Limited 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong Fax: 2861 0061 Email: abcic.ecm@abci.com.hk Attention: ABCI ECM	See below	See below
Advent Securities (Hong Kong) Limited Unit A-C, 11/F, Kee Shing Centre, 74-76 Kimberley Road, Kowloon, Hong Kong Fax: 2510 0220 Email: cs@adventgroup.com.hk Attention: Mr. Cho Pak Keung	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited 20/F, Wing On Centre, 111 Connaught Road Central, Hong Kong Fax: 852-3698 6999 Email: ecm@chinastock.com.hk Attention: ECM	See below	See below
CMBC Securities Company Limited 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong	See below	See below

Fax: 3753 3668
 Email: ecm@cmbccap.com
 Attention: Kevin Guang, Ivan Xiao

ICBC International Securities Limited
 37/F, ICBC Tower, 3 Garden Road, Hong Kong
 Fax: 852 2683-3340
 Email: project_morpheus@icbci.icbc.com.cn
 Attention: ICBCI ECM Team

See below

See below

SPDB International Capital Limited
 33/F, SPD Bank Tower, 1 Hennessy Road,
 Hong Kong
 Fax: 2750 1798
 Email: ecm@spdbi.com
 Attention: ecm

See below

See below

TradeGo Markets Limited
 Room 3405, West Tower, Shun Tak Centre,
 168-200 Connaught Road Central, Hong Kong
 Fax: 23373628
 Email: ray.lau@tradegomart.com
 Attention: Ray Lau

See below

See below

Total

703,600

100%

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

$$A = B/C \times 703,600$$

where:

“A” is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of an H Share shall be rounded to the nearest whole number of H Shares, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 703,600 and (iii) the number underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

“B” is the number of Firm Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of Firm Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2 THE WARRANTIES

Representations and Warranties of the Warrantor

The Company represents and warrants to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, CMI as follows:

Accuracy of Information

1. All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Company or, to the knowledge of the Company, any of its directors, officers or employees (to the extent applicable) to the CSRC, the SEHK, the SFC, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Underwriters, the CMI, the Reporting Accountants, the Industry Consultant, the Internal Control Consultant and/or the legal and other professional advisers for the Company, the Underwriters, the Overall Coordinators or CMI for the purposes of the Global Offering and/or the listing of the H Shares on the SEHK was so disclosed or made available in full and in good faith and was when given and, except as subsequently disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, as applicable, remains true, complete and accurate in all material aspects and not misleading.
2. All statements or expressions of opinion, intention, forward-looking statements (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings have been made after due, careful and proper consideration and, where appropriate, on the bases and assumptions referred to therein and represent and remain reasonable and fair expectations truly and honestly held based on facts known to the Company and the Directors, as applicable, and there are and will be no other bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the Hong Kong Public Offering Documents, Preliminary Offering Circular and the CSRC Filings in which such forecasts or estimates are contained so that the omission of which would make such information misleading in any respects.
3. (A) None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph does not apply to statements or omissions in the Hong Kong Public Offering Documents and the Preliminary Offering Circular made in reliance upon information furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein; and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents and the Preliminary Offering Circular (as used herein, “**Supplemental Offering Material**” means any “written communication” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares, other than the Hong Kong Public Offering Documents, the Preliminary Offering Circular or amendments or supplements thereto).
4. Other than the Hong Kong Prospectus and the Preliminary Offering Circular, the Company, its agents and representatives (other than the Hong Kong Underwriters and the International

Underwriters in their capacity as such) have not, without the consent of the Overall Coordinators, prepared, used, authorised, approved or referred to any Supplemental Offering Material, provided that such consent would not be unreasonably delayed or withheld.

5. (A) Each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contains or includes all material information and particulars required of a prospectus and/or listing document to comply with the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (unless any such requirement has been waived or exempted by the relevant Authority) and (B) each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular contain or include all such material information as investors would reasonably require, and expect to find therein, for the purpose of making an informed assessment of the business, assets and liabilities, financial position, profits and losses, and prospects of the Company and the Subsidiaries, taken as a whole, and of the rights attaching to the H Shares.
6. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement) and all filings and submissions provided by or on behalf of any of the Company and the Subsidiaries and/or any of its respective directors, officers, or, to the Company's knowledge, Affiliates, representatives or agents to the SEHK, the SFC, the CSRC or any other applicable Authority) have complied with all applicable Laws.
7. Each of the Application Proof and the PHIP is in compliance with Chapter 6.4 of the HKEX Guide on redactions therein and appropriate warning and disclaimer statements for publication thereof published by the SEHK.
8. All the interests or short positions of each of the Directors or chief executives of the Company in the securities, underlying securities and debentures of the Company or its associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance and the Model Code for Securities Transactions by Directors of Listed Issuers as set out in the Listing Rules, in each case upon completion of the Global Offering, are fully, completely and accurately disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular in all material respects; and save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person owns or otherwise has any interest in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the SEHK pursuant to Part XV of such Ordinance.
9. None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Joint Sponsors, as applicable, and such authority and confirmations remain in full force and effect.
10. Each of the CSRC Filings is and remains complete, true and accurate in all material respects and not misleading in any material respect, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

The Company

11. As at the date of this Agreement, the Company has the authorised and issued share capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital", and all of the issued shares of the Company (A) have been

duly authorised and validly issued and are fully paid and non-assessable, (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (C) have been issued in compliance with all applicable Laws, (D) were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right, and (E) are not subject to any Encumbrance or adverse claims at the time of issuance.

12. Each of the Company and the Subsidiaries(A) was duly established and is validly existing as a company with limited liability under the Laws of the jurisdiction of its place of incorporation, is capable of suing and being sued, with full right, power and authority (corporate and other) to (i) own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and, where applicable, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except which would not, individually or in the aggregate, result in a Material Adverse Effect, (ii) only where it is a party thereto, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue and deliver the Offer Shares as contemplated herein, (B) is duly qualified to transact business and is in good standing (where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), except where the failure to be so qualified or in good standing would not, individually or in the aggregate, result in a Material Adverse Effect,(C) the articles of association and other constituent or constitutive documents of the Company and the Subsidiaries do not contravene the requirements of the Laws of the jurisdiction of its place of incorporation, and are in full force and effect.
13. Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person, individually or together with its Affiliates, beneficially owns, ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
14. (A) Other than the share capital or other equity interests of or in the members of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular; and (B) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares or other equity interests of or in the Company are outstanding.
15. The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents of the Company are consistent with the laws of the PRC and where applicable, the Listing Rules.
16. Each of the Company and the Subsidiaries has not conducted, nor is conducting or currently proposes to conduct any business, or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group, but is not directly or indirectly related to the business of the Group, taken as a whole, as described in the Hong Kong Prospectus and the Preliminary Offering Circular.
17. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there is no contract or agreement between the Company or any other member of the Group, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or

business that is material to the Group, taken as a whole.

Offer Shares

18. As at the Listing Date, the Company will have the issued share capital as set forth in the section of each of Hong Kong Prospectus and the Preliminary Offering Circular headed “Share Capital” and, assuming the full exercise of the Over-Allotment Option, as at the relevant settlement date for the Option Shares, the Company will have the issued capital as set forth in the section of each of the Hong Kong Prospectus and Preliminary Offering Circular headed “Share Capital”. The share capital of the Company, including the Offer Shares, conforms in all respects to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular and each such description is complete, true, accurate in all material aspects and not misleading; the certificates for Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws.
19. (A) The Offer Shares have been duly and validly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly issued, fully paid and non-assessable, free of any Encumbrance, and will have attached to them the rights and benefits specified in the Articles of Associations as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; (B) the Offer Shares will be freely transferable by the Company to the purchasers thereto or to or for the account of the Underwriters and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to applicable Laws of the relevant jurisdictions or the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is party and (C) no holder of Offer Shares after the completion of the Global Offering will be subject to liability of the Company by reason of being such a holder.

This Agreement and Operative Documents

20. Each of (A) this Agreement, (B) the International Underwriting Agreement, (C) the Hong Kong Public Offering Documents, (D) the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents has been or will be duly authorised, executed and delivered by the Company and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors’ rights and to general principles of equity (the “**Bankruptcy Exceptions**”).

No Conflict, Compliance and Approvals and Filings

21. Each of the Company and the Subsidiaries is not in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its Articles of Association or other constituent or constitutive documents, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to

which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to the Company or the Subsidiaries or any of their properties or assets described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, except in each case of clauses (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

22. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Company and the Subsidiaries pursuant to (A) the Articles of Association or other constituent or constitutive documents of the Company or the Subsidiaries, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or the Subsidiaries is a party or by which the Company or any Subsidiaries is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to the Company or the Subsidiaries or any of their properties or assets, except in each case of clauses (B) and (C), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.
23. Except for the requisite registration with the Registrar of the Companies in Hong Kong and the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or the Subsidiaries or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with (A) the issuance and sale of the Offer Shares or (B) the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Company pursuant to the provisions of this Agreement, International Underwriting Agreement or the Operative Documents, or (C) the performance by the Company of its respective obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by the Company pursuant to the provisions of this Agreement, International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
24. The Company has complied with all applicable requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
25. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or other securities of the Company, (B) any pre-emptive rights, resale rights, rights of first refusal or other rights against the Company to purchase Shares or other securities of the Company, and (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares (other than the Underwriters), or (D) the

right, contractual or otherwise, to cause the Company to include any H Shares or other securities of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreements and the Operative Documents, in so far as they are the responsibility of the Company, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and other relevant jurisdictions.

26. Except as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each of the Company and the Subsidiaries (i) has conducted and is conducting its businesses and operations in compliance with all Laws applicable thereto in all material respects and (ii) as applicable and to the extent required, has obtained and hold all licenses, certificates, permits and other authorisations issued by and has made all registrations, declarations and filings with, and is in compliance with all Approvals and Filings under any applicable Laws and Authorities having jurisdiction over the Company or the Subsidiaries or any of its properties or assets required in order to own, lease, license and use its properties and assets and conduct its businesses and operations as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular (collectively, the “**Governmental Licenses**”), except to the extent that any failure of which would not, individually or in the aggregate, result in a Material Adverse Effect; (B) all such Governmental Licenses do not contain any materially burdensome restrictions or conditions not described in each of the Hong Kong Prospectus or the Preliminary Offering Circular, except for restrictions or conditions which would not, and could not reasonably be expected to, individually or in the aggregate result in a Material Adverse Effect; (C) all such Governmental Licenses are valid and in full force and effect, and the Company or the Subsidiaries is not in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Licenses, except where such violation, default, revocation, suspension or modification would not, individually or in the aggregate, result in a Material Adverse Effect, and, to the knowledge of the Company, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Governmental Licenses, or any requirements for additional Governmental Licenses which could prevent, restrict or hinder the operations of the Company and the Subsidiaries in material respects or cause the Company and the Subsidiaries to incur additional material expenditures; and (D) no Authorities, in its inspection, examination or audit of the Company and the Subsidiaries have reported findings or imposed penalties that have resulted in or could reasonably be expected to result in any Material Adverse Effect; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted, except for the failure to rectify any finding, to adopt any recommendation or to pay any penalty which would not, individually or in the aggregate, result in a Material Adverse Effect.
27. (A) The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” are true and accurate in all material respects and not misleading; (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus and the Preliminary Offering Circular, will not contravene, conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) pursuant to (i) the Articles of Association or other constituent or constitutive documents of the Company and the Subsidiaries, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to

which the Company or the Subsidiaries is a party or by which the Company or the Subsidiaries is bound or any of their respective properties or assets may be bound or affected or (iii) any Laws applicable to the Company or the Subsidiaries or any of their properties or assets described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except in clauses (B)(ii) and (iii), where such breach, violation or default would not, individually or in the aggregate, result in a Material Adverse Effect.

Litigation and Other Proceedings

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

Accounts and Other Financial Information

30. The Reporting Accountants, who have audited or reviewed the audited and unaudited consolidated financial statements and unaudited financial information of the Company included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
31. (A) The audited consolidated financial statements (and the notes thereto) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Group as at the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Committee

and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus or the Preliminary Offering Circular are derived from the accounting records of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma statement of adjusted consolidated net tangible assets (and the notes thereto) included in each of the Hong Kong Prospectus or the Preliminary Offering Circular have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in the Hong Kong Prospectus and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma statement of adjusted consolidated net tangible assets (and the notes thereto) are reasonable and are disclosed therein, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets (and the notes thereto); (D) there are no financial statements (historical or pro forma) that are required by the Listing Rules or to be included in the Hong Kong Prospectus or the Preliminary Offering Circular that are not included as required.

32. The unaudited consolidated management financial information of the Group as at October 31, 2024 and for the period from January 1, 2024 to October 31, 2024 (and the notes thereto), included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) have been properly written up and give a true and fair view of and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Group or to which the Group was a party during the period from January 1, 2024 to October 31, 2024, (B) contain no material inaccuracies or discrepancies, and (C) give a true and fair view of the financial position of the Group as at October 31, 2024 and the results of operations of the Group for the period from January 1, 2024 to October 31, 2024.
33. The statements set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed “Financial Information – Significant Accounting Policies and Estimates” are true and accurate descriptions in all material respect of (A) critical accounting policies which the Company believes are the most important in the portrayal of the Group’s financial condition and results of operations (“**critical accounting policies**”); (B) the judgments and uncertainties affecting the application of critical accounting policies and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the Board has reviewed and agreed with the selection, application and disclosure of the critical accounting policies and have consulted with the Reporting Accountants with regard to such disclosure.
34. Each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately and fairly describes (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would affect its liquidity or capital resources and could reasonably be expected to occur, (B) all material off-balance sheet transactions, arrangement, obligations and liabilities, direct or contingent, if any, (C) all material indebtedness (actual or contingent) of the Group and its related parties, if any; the Group does not have any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to the assets of the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, result in a Material Adverse Effect on the liquidity or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources, taken as a whole.
35. The statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed “Financial

Information” are complete, true and accurate in all material respects and not misleading.

36. (A) The factual contents of the reports, letters or certificates of the Reporting Accountants, to the extent such factual contents are furnished by or on behalf of the Company, are accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within their knowledge; (B) the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants, and no material information was withheld from the Reporting Accountants, for the purposes of their preparation of their reports contained in the Hong Kong Prospectus or the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith; (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Overall Coordinators for the purposes of their review of the unaudited pro forma statement of adjusted consolidated net tangible assets of the Group included in the Hong Kong Prospectus or the Preliminary Offering Circular or their review of the Company’s profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
37. The forecast information included in the board memorandum on profit forecast for the three months ending 31 December 2024 and working capital forecast for the 15 months ending 31 December 2025 adopted by the Board of Directors and reviewed by the Reporting Accountants in connection with their letters on the Company’s profit forecast and sufficiency of working capital (collectively, the “**Prospective Financial Information**”), (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and the bases and assumptions stated in such memorandum and (B) has been properly compiled based on the assumptions described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the profit forecast of the Company for the three months ending 31 December 2024 and working capital forecast for the 15 months ending 31 December 2025, and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and the Prospective Financial Information presents reasonable estimates by the Company of the of the profit forecast the Company for the three months ending 31 December 2024 and working capital forecast for the 15 months ending 31 December 2025.

Indebtedness and Obligations

38. Except in the ordinary course of the Company’s business and except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the Group, taken as a whole, has no material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities, (B) no material outstanding indebtedness of Group, taken as a whole, has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default by the Group, (C) no person to whom any material indebtedness of the Group that is repayable on demand is owed has demanded or, to the knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the knowledge of the Company, no circumstance has

arisen such that any person is now entitled to require payment of any material indebtedness of the Group, taken as a whole, or under any guarantee of any liability of the Group, taken as a whole, by reason of default of the Group or any other person or under any such guarantee given by the Group, (E) there are no material outstanding guarantees or contingent payment obligations of the Group, taken as a whole, in respect of indebtedness of any party that is not the Group, and (F) the Group has not stopped nor suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

39. Except for matters which would not result in a Material Adverse Effect, (A) the amounts borrowed by the Company or the Subsidiaries do not exceed any limitation on its borrowing contained in their respective constituent or constitutive documents or in any debenture or other deed or document binding upon it; (B) the Group has not factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to the borrowing facilities of the Group, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown when relevant terms and conditions included in the borrowing facilities are met, and (iii) to the knowledge of the Company, no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, to the knowledge of the Company, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Group from or by any Authority in consequence of which the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.
40. Since the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Group, except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) has carried on and will carry on business in the ordinary course so as to maintain it as a going concern, and (B) has continued to pay its creditors in the ordinary course of business, except to the extent that the failure to so carry out business or pay creditors would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

Subsequent Events

41. Subsequent to the date of the latest audited consolidated financial statements included, and except as disclosed, in each of the Hong Kong Prospectus and the Preliminary Offering Circular, the Company and the Subsidiaries have not (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to the Group; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group; (D) cancelled, waived, released or discounted in whole or in part any material debt or claim, except in the ordinary course of business, (E) increased or reduced or otherwise changed, or agreed to increase or reduce or otherwise change, its share capital or other equity interest of any class in any material respect, (F) declared, made or paid any dividend or distribution of any kind on its share capital or other equity interest of any class, (G) incurred any Encumbrance on any asset or any lease of property other than such Encumbrances created in the ordinary course of business of the Group that is material to the Group, or (H) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (G) above.
42. Subsequent to the date of the latest audited consolidated financial statements, the Company and the Subsidiaries have not sustained any loss or interference with its business from fire,

explosion, flood, earthquake, health epidemics or infectious diseases, or other calamity, whether or not covered by insurance, or from any action, order or decree of any Authority.

43. Since the date of the latest audited financial statements, there has not been any Material Adverse Effect.
44. Except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) There has been no material change in the total current assets or total current liabilities of the Group as at (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the date of the International Underwriting Agreement or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as at June 30, 2024 included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; (B) there has been no material decreases in the share capital of the Company during the period from the date of the latest audited consolidated income statement of the Group included in the Hong Kong Prospectus to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the date of the International Underwriting Agreement or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year; and (C) there has been no increase in long-term debt of the Group compared with the amounts shown in the Group's latest audited consolidated balance sheet included in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

Real Property and Other Assets

45. (A) Each of the Company and the Subsidiaries has valid and good title, has been granted valid long-term land use rights and building ownership rights (as applicable) to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case free and clear of all Encumbrances, except such as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (B) each real property or building, as applicable, held under lease by the Company or the Subsidiaries as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular is held by it under a lease in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiaries has occurred and is continuing or is reasonably likely to occur under any of such leases and the Company or the Subsidiaries is not aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of the Company or the Subsidiaries under such lease, tenancy or license or (b) which may materially affect the rights of the Company or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset, except such default which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; the right of the Company or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions which may result in a Material Adverse Effect; (C) 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 owned, leased or licensed property or other asset by the Company or the Subsidiaries, except for such Encumbrances, conditions or other restrictions which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect; (D) the use of all properties owned or leased by the Company or the Subsidiaries is in accordance with its permitted use under all applicable Laws with such exceptions as would not, and could not

reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (E) the Company or the Subsidiaries does not own, operate, manage nor has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material to the Group, except as reflected in the audited consolidated financial statements of the Group (or as otherwise disclosed) in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company or the Subsidiaries to carry on its business in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, save as disclosed therein and other than those properties and assets the absence of which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (F) the Company or the Subsidiaries does not have any existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests, except for such liabilities which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect.

Intellectual Property and Information Technology

46. Except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular. (A) each of the Company and the Subsidiaries owns free of Encumbrances, except for Encumbrances which would not individually or in the aggregate have a Material Adverse Effect, have obtained (or can obtain on reasonable terms), or have applied for (or will apply for) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them and, to the extent applicable, such rights and licenses held by the Company or the Subsidiaries in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of the businesses as currently conducted by the Group, except where the failure to own, license or have such rights would not, individually or in the aggregate, have a Material Adverse Effect; (B) each agreement pursuant to which the Company or the Subsidiaries has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, the Company or the Subsidiaries has complied with the terms of each such agreement which is in full force and effect, except where such lack of, or invalidity of, license or non-compliance would not, individually or in the aggregate, have a Material Adverse Effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiaries has occurred and is continuing under any such agreement, except where such default would not, individually or in the aggregate, have a Material Adverse Effect, and no notice has been given by or to any party to terminate any such agreement; (C) there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others challenging the Company or the Subsidiaries' rights in, or to, or the validity, or enforcement or scope of any Intellectual Property, and, to the knowledge of the Company there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim, that would, individually or in the aggregate, result in a Material Adverse Effect; and (D) to the knowledge of the Company, the Company and the Subsidiaries have not infringed nor is infringing the intellectual property of a third party, there is no pending or, to the knowledge of the Company, threatened action, suit, proceeding or claim by others that the Company or the Subsidiaries infringes or otherwise violates any trade or service mark, trade or service name, service name or other proprietary rights of others, and to the knowledge of the Company, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim (if any) and the Company and the Subsidiaries have not received notice of

a claim by a third party to the contrary, except where such infringement or receipt of notice would not, individually or in the aggregate, result in a Material Adverse Effect; (E) to the knowledge of the Company, there are no third parties who have or will be able to establish rights to any Intellectual Property; and (F) to the knowledge of the Company, there is no infringement by third parties of any Intellectual Property that would, individually or in the aggregate, result in a Material Adverse Effect.

47. The statements as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix VI – Statutory and General Information – 2. Further Information About Our Business – B. Intellectual Property Rights” are true and accurate in all material respects and not misleading.
48. (A) All material computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company and the Subsidiaries (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct its business as currently conducted or as proposed to be conducted, (B) each of the Company and the Subsidiaries legally and beneficially owns, or has obtained licenses for, or other rights to use, all of the Information Technology, except for such lack of ownership or licenses or other rights which would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (C) each agreement pursuant to which the Company or the Subsidiaries has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, subject, as to enforceability, to the Bankruptcy Exceptions, the Company or the Subsidiaries has complied in all material respects with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and to the knowledge of the Company, no notice has been given by or to any party to terminate any such agreement, except for such noncompliance or default or termination which would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company or the Subsidiaries are maintained and operated by the Company or the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company or the Subsidiaries, except where such lack of exclusive ownership would not, individually or in the aggregate, have a Material Adverse Effect; (E) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to do so, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology that are necessary for carrying out its ordinary course of business; (F) to the knowledge of the Company, there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any material disruption or interruption in or to the business of the Company and the Subsidiaries; (G) each of the Company and the Subsidiaries has in place reasonable procedures to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) each of the Company and the Subsidiaries has in place reasonable and adequate back-up policies and disaster recovery arrangements to enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to its business; (I) each of the Company and the Subsidiaries has complied, and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable law, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Company or the Subsidiaries of personally identifiable information, except which would not, individually or in the aggregate, have a Material Adverse Effect; and (J) there has been no

security breach or attack or other compromise of or relating to the Company and the Subsidiaries' information technology systems, except which would not, individually or in the aggregate, have a Material Adverse Effect.

Cybersecurity and Data Protection

49. (A) The Group's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform as required in connection with the operation of the business of the Group as currently conducted, except where such lack of adequacy or operation and performance as required would not, individually or in the aggregate, result in a Material Adverse Effect; (B) the Group has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all material IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with its business and/or the Global Offering, and, to the knowledge of the Company, there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same which would have resulted in a Material Adverse Effect.
50. (A) Each of the Company and the Subsidiaries has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) the Company and the Subsidiaries have not been notified by any PRC government authorities of being classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) the Company or the Subsidiaries is not subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the CSRC, or any other relevant Authority; (D) the Company or the Subsidiaries has not received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) the Company or the Subsidiaries has not received any material claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or the Subsidiaries in respect of the rectification or erasure of data where any such claim or order would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect; (F) the Company or the Subsidiaries is not aware of any pending or threatened investigation, inquiry or sanction pursuant to the Data Protection Laws or relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or the Subsidiaries or any of its respective directors, officers and employees; except in each clause of (C) to (F) which would not, individually or in the aggregate, result in a Material Adverse Effect; and (G) the Company or the Subsidiaries has not received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

Compliance with Employment and Labour Laws

51. Except as otherwise disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the Subsidiaries is in all material respects in

compliance with the labour and employment Laws to the extent where applicable and there is no collective bargaining agreement or extension order applicable to its employees.

52. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and save as required under applicable Laws, (A) the Company or the Subsidiaries does not have any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) where the Company or the Subsidiaries participates in, or has participated in, or is liable to contribute to any such schemes, the Company or the Subsidiaries does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such material outstanding payment obligations or unsatisfied liabilities, the Company or the Subsidiaries has set aside sufficient funds to satisfy the same; (D) there are no amounts owing or promised to any present or former directors, employees or consultants of the Company other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors or senior management of the Company have given or been given notice terminating their contracts of employment; (F) there are currently no proposals to terminate the employment or consultancy of any directors or senior management of the Company or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit) except in cases where any such proposal would not, individually or in the aggregate, result in a Material Adverse Effect; (G) the Company or the Subsidiaries does not have any undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them, except where the such liability would not result in a Material Adverse Effect; (H) no material liability has been incurred by the Company for breach of any director's, employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company; (I) all subsisting contracts of service to which the Company is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation); and there are no claims pending or, to the Company's knowledge, threatened or capable of arising against the Company and the Subsidiaries, by any employee, director or third party, in respect of any accident or injury not fully covered by insurance, except as would not, individually or in the aggregate, result in a Material Adverse Effect; (J) the Company has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors' or employees' or consultants' contracts of services or employment or consultancy.
53. Save as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors has a service contract with the Company which is required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
54. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and for matters which would not, individually or in the aggregate, result in a Material Adverse Effect, there is (A) no dispute with the directors of the Company and no strike, labour dispute, slowdown or stoppage or other conflict with the directors of the Company pending or, to the knowledge of the Company, threatened against the Company, (B) no existing union representation dispute concerning the employees of the Group, and (C) no existing, imminent or, to the knowledge of the Company, threatened labour disturbance by the employees of any of the principal suppliers of the Group.

Compliance with Environmental Laws

55. (A) Each of the Company and the Subsidiaries and their properties, assets and operations are in compliance with applicable Environmental Laws (as defined below), and each of the Company and the Subsidiaries is in compliance with all Approvals and Filings and Governmental Licenses required under Environmental Laws; (B) there are no past, present, or to the Company's knowledge, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or the Subsidiaries under, or to interfere with or prevent compliance by the Company with, Environmental Laws; and to the Company's knowledge, (C) each of the Company and the Subsidiaries (i) is not the subject of any investigation, (ii) has not received any notice or claim, (iii) is not a party to or affected by any pending, or to the Company's knowledge, threatened action, suit, proceeding or claim, (iv) is not bound by any judgment, decree or order or (v) has not entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any hazardous materials, where applicable, except to the extent that failure to so comply with such Environmental Laws or to obtain, make or hold such permits, authorizations and approvals would not, individually or in the aggregate, result in a Material Adverse Effect. As used herein, "**Environmental Law**" means any Laws relating to health, safety, the environment (including without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials) and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Laws).

Insurance

56. (A) The Company and the Subsidiaries maintain adequate insurance covering its business, operations, inventories, properties, assets and personnel with insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, all policies of insurance insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect, except in cases where the lack of such insurance would not, individually or in the aggregate, result in Material Adverse Effect; the Company and the Subsidiaries are in compliance with in all material respects the terms of such policies and instruments (including without limitation the due payment in full of all premiums due in respect of such policies and instruments, and the full observance and performance by the Company and the Subsidiaries of all conditions for the validity and effectiveness of such policies and instruments); there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause, except in cases where such claim, would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (B) (C) all such insurance is in full force and effect; (D) the Company does not have any reason to believe that it will not be able to renew its existing insurance coverage as and when such policies expire, except in cases where such failure to renewal would not, individually or in the aggregate, result in a Material Adverse Effect; (E) the Company or the Subsidiaries has not been denied any insurance coverage which it has sought or for which it has applied, except such as would not, individually or in the aggregate, result in a Material Adverse Effect, and there are no circumstances likely to give rise to such refusal; and (F) no claim under any insurance policies taken out by the Company or the Subsidiaries is outstanding, except such as would not, individually or in the aggregate, result in a Material Adverse Effect.

Internal Controls

57. The Group has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental authorities in all material respects as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity in all material respects and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position and prospects of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; to the knowledge of the Company, there are no material weaknesses or deficiencies in the internal controls of the Company over accounting and financial reporting and no changes in the internal controls of the Company over accounting and financial reporting or other factors that have materially adversely affected the internal controls of the Company over accounting and financial reporting.
58. The Group has established and maintains and evaluates disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Group is made known in a timely manner to the Board and management of the Company, and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and any other applicable Laws relating to disclosure and reporting obligation including, without limitation, the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term **"disclosure and corporate governance controls and procedures"** means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).
59. Any material issues identified and as disclosed in any report prepared by the Internal Control Consultant in connection with the Global Offering have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws in all material respects, and no such issues could reasonably be expected to have a Material Adverse Effect or materially and adversely affected such controls and procedures or such ability to comply with all applicable Laws.
60. The statutory books, books of account and other records of the Group are in its possession, up-

to-date and contain complete and accurate records as required by applicable Laws to be dealt with in all material respects in such books and no notice or allegation that any is incorrect or should be rectified has been received, except in cases where such notice and allegation would not, individually or in the aggregate, result in any Material Adverse Effect; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been duly and correctly delivered or made, except in cases where the failure to deliver or make, would not, individually or in the aggregate, result in any Material Adverse Effect.

Compliance with Bribery, Money Laundering and Sanctions Laws

61. The Company, its subsidiaries and their respective officers, directors, and, to the knowledge of the Company, their respective agents, Affiliates and employees has not (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of payment or giving of money, property, gifts or anything else of value, to any “**government official**” (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorised any contribution, payment or gift of funds or property to any government official in Hong Kong, the PRC, the United States or any other applicable jurisdiction of incorporation and where the Company conducts business in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant governmental authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the “**FCPA**”) or (D) made, offered, agreed, requested, or taken an act in furtherance of, any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company; the Company have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery of the PRC, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Bribery Laws**”) and have instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery Laws and with the representation and warranty contained herein; none of the Company, any director, officer, or to the knowledge of the Company, employee, agent or Affiliate has violated or is in violation of any provision of the Anti-Bribery Laws.
62. None of the Company or any of its respective officers, directors, or, to the Company’s knowledge, agents, Affiliates and employees is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier, or the respective directors, officers, agents, employees or Affiliates, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company to procure or increase the procurement of the products or services provided by the supplier, or (B) prohibited under any applicable Law of Hong Kong, the PRC, the United States or any other applicable jurisdiction; and the Company maintains and has implemented adequate internal controls and procedures that are reasonably designed to detect and prevent any such receipt of payments or gift of anything of value.

63. The operations of the Company and the Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and applicable international anti-money laundering principals or procedures of Hong Kong, the PRC and the United States, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Company and the Subsidiaries conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA PATRIOT Act**”) (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, (collectively, the “**Anti-Money Laundering Laws**”), and the Company has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.
64. None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, or the provision of services contemplated by this Agreement to the Company will in itself result in violation (including, without limitation, by the Underwriters) of any Anti-Money Laundering Laws or Sanctions (as defined below).
65. Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company, its Subsidiaries, nor any of their respective director or officer, nor, to the knowledge of the Company, any employee or agent (A) is a person or entity that is (i) the subject or target of any sanctions or export control measures administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury (including, without limitation, the designation as a “specially designated national or blocked person” thereunder), the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, His Majesty's Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”); (ii) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which are, for the avoidance of doubt, Cuba, Iran, North Korea, the Crimea region, Syria, and the so-called Donetsk People’s Republic (“DNR”) and the so-called Luhansk People’s Republic regions of Ukraine (“LNR”) (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”); or (iii) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order or (B) has knowingly engaged in, or is currently knowingly engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country or (C) is or has been in violation of or subject to any action, suit, proceeding or investigation relating to any Sanctions by any Authority.
66. The Company or its subsidiaries is not a Sanctioned Target/Trader (as defined in the Chapter 4.4 of the HKEX Guide) or has engaged in any Primary Sanctioned Activity and/or Secondary Sanctionable Activity (as defined in the same place), and, except as disclosed in each of the Hong Kong Prospectus and Preliminary Offering Circular, the Company is not aware of any sanctions risks that would undermine its ability to continue its operations.

67. The Group will not use, directly or indirectly, any part of the proceeds from the Global Offering, or lend, contribute or otherwise make available such proceeds (A) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is a Sanctioned Person, in violation of Sanctions, (B) to fund or facilitate any activities or business of or in any Sanctioned Country in violation of Sanctions, or (C) in any manner that would result in a violation by any person of the Sanctions, including, without limitation, any person participating in the Global Offering, whether as underwriter, advisor, investor or otherwise.

Experts

68. Each of the experts (the “**Experts**”) stated in the section headed “Appendix VI – Statutory and General Information – 6. Other Information – G. Qualification of Experts” in each of the Hong Kong Prospectus and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (as applicable and as the case may be) in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
69. (A) The factual contents of the reports, opinions, letters or certificates of the Experts are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, the Company does not disagree with any material aspect of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful enquiry; and (B) no material information was withheld from the Industry Consultant, the Internal Control Consultant, the Reporting Accountants or any legal counsel for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

Statistical or Market Data

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

Provision of Information

71. Neither the Company nor any of its officers, directors and senior management has provided to any investment research analyst any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or (B) publicly available.

Material Contracts and Connected Transactions

72. All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or the Subsidiaries is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular and filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed or to be filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Overall Coordinators, be entered into prior to the Listing Date, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date (as defined below); the Company or the Subsidiaries has not sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and, to the knowledge of the Company, no such termination or non-renewal has been threatened by the Company or the Subsidiaries or, to the knowledge of the Company, any other party to any such contract or agreement.
73. Each of the contracts listed as being a material contract in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix VI – Statutory and General Information – 2. Further Information About Our Business – A. Summary of Our Material Contracts” and each material contract, agreement or other document disclosed or described in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws, subject, as to enforceability, to Bankruptcy Exceptions. The disclosure of such material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.
74. The Group does not have any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not on an arm’s length basis in the ordinary course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within twelve months after the date it was entered into or undertaken or is incapable of termination by the Group on twelve months’ notice or less).
75. The Company and the Subsidiaries are not a party to a joint venture or shareholders’ agreement which is in dispute with the other parties to such joint venture or shareholders’ agreement, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect, and to the knowledge of the Company, there are no circumstances which may give rise to any dispute or affect the relevant member’s relationship with such other parties which might reasonably be expected to have a Material Adverse Effect on such joint venture or company or its business or finances.

Business

76. The Company does not have any reason to believe that any significant supplier or customer of the Group is considering ceasing to deal with the Group or reducing the extent or value of its dealings with the Group in a way that would, individually or in the aggregate, result in a Material Adverse Effect.
77. The Company and the Subsidiaries are not engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.

78. The Company and the Subsidiaries are not a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or the Subsidiaries has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
79. Except as disclosed in each of the Hong Kong Prospectus or the Preliminary Offering Circular, none of the directors is interested in any business that competes or is likely to compete, directly or indirectly, with the business of the Group, nor is any Director (or his/her respective associates) interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Group; none of the Directors, nor any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Group which is subsisting and which is material in relation to the business of the Group.

Connected Transactions

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

Taxation

81. (A) Except as would not, individually or in the aggregate, result in a Material Adverse Effect, all returns, reports or filings required by applicable Laws or the taxing or other relevant Authorities to be filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been duly filed, and all such returns, reports or filings are up to date and are true and accurate in all material respects and not misleading in any respect and are not the subject of any material dispute with any Taxing or other relevant Authorities and, to the knowledge of the Company, there are no circumstances giving rise to any such dispute; (B) all Taxation due or claimed to be due from the Company and the Subsidiaries have been duly paid other than those being contested in good faith; (C) there is no deficiency for Taxation in all material respects that has been asserted against the Company or the Subsidiaries; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or the Subsidiaries was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Financial Information” and “Regulatory Overview”, insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading.
82. each of the waivers and other relief, concession and preferential treatment relating to Taxes which are material to the Group’s business taken as a whole granted to the Company or the Subsidiaries by any Authority (“**Preferential Tax Treatments**”) is valid and in full force and effect; the Company or the Subsidiaries has filed necessary filings in all material respects and is in compliance with requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments in all material respects as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and the actual operations and business activities of the Company or the Subsidiaries are sufficient to meet the qualifications for their Preferential Tax Treatments; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any material misstatement or omission

that would have affected the granting of their Preferential Tax Treatments; the Company and the Subsidiaries have not received notice of any deficiency in its applications for its Preferential Tax Treatments that would have materially affected the granting of their Preferential Tax Treatments, and the Company is not aware of any reason why the Company or the Subsidiaries may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.

83. Except as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, withholding or other Taxation are payable in Hong Kong, the PRC or any other relevant jurisdiction (as the case may be) or to any Taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus.

Dividends

84. Except as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong or the PRC (as the case may be) or any Taxing or other Authority thereof or therein.

United States Aspects

85. None of the Company, any of their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) (to the extent applicable) nor any person acting for or on behalf of any of the foregoing (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act.
86. Other than as contemplated under the Global Offering and in the Cornerstone Agreements and except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company, any of their respective “affiliates” (within the meaning of Rule 501(b) under the Securities Act) (to the extent applicable), or any other person acting on its or their behalf (other than the Underwriters, as to whom no representation is given) has offered or sold, any securities during the six-month period preceding the date hereof, including any offer or sale to any person any H Shares, or any securities of the same or a similar class as the H Shares other than the Offer Shares offered or sold hereunder.
87. It is not necessary in connection with the offer, sale and delivery of the International Offer Shares to the International Underwriters and the subsequent purchasers thereof (including the offer, sale and delivery of the Cornerstone Shares) or the initial resale of the International Offer Shares by the International Underwriters in the manner contemplated by this Agreement, the Cornerstone Investment Agreements, the Hong Kong Public Offering Documents and the Preliminary Offering Circular to register the Offer Shares under the Securities Act.
88. The Company is a “foreign issuer” (as such term is defined in Regulation S under the Securities

Act).

89. There is no substantial U.S. market interest within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

Market Misconduct

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

Immunity

92. Under the Laws of Hong Kong and the PRC, none of the Company, the Subsidiaries nor any of their respective properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards.

Choice of Law and Dispute Resolution

93. (A) The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong and the PRC; (B) (i) the agreement by the Company to resolve any dispute by arbitration pursuant to Clause 16.2 of this Agreement, (ii) the submission by the Company to non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought pursuant to Clause 16.3 of this Agreement, (iii) the waiver by the Company of (a) any objection to the venue of an action, suit or proceeding, (b) the waiver and agreement not to plead an inconvenient forum and (c) the waiver of immunity on the grounds of sovereignty or otherwise and (iv) the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the

PRC and Hong Kong; (C) service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company, as applicable; and (D) any arbitral award obtained pursuant to Clause 16 of this Agreement will be recognised and enforced by the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

Professional Investor

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

No Other Arrangements Relating to the Sale of the Offer Shares

95. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no contracts, agreements or understandings between any of the Company or any Subsidiaries and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiaries or any Underwriter for brokerage commissions, finder’s fees, broker’s or agent’s commission or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus and the Preliminary Offering Circular.
96. The Company and the subsidiaries have not entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any H Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements and the Operative Documents.
97. Neither the Company, the Subsidiaries nor any of their respective directors (to the extent applicable) has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents and the Preliminary Offering Circular. Neither the Company, the Subsidiaries nor any their director, officer, agent, employee or Affiliate is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

Cornerstone Investments or placing in the International Offering

98. Pursuant to Chapter 4.15 of the HKEX Guide, except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company, the Subsidiaries, nor, to the knowledge of the Company, any of its Affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any cornerstone investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the HKEX Guide.
99. Pursuant to Chapter 4.15 of the HKEX Guide, no preferential treatment has been, nor will be, given to any existing shareholders or their respective close associates by virtue of their

relationship with the Company in any allocation in the International Offering.

Directors and officers

100. Any certificate signed by any director or officer of the Company and delivered to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMIs, the Hong Kong Underwriters or counsel for the Underwriters in connection with the offering of the H Shares on the SEHK shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the CMIs and Underwriters.
101. The Directors have been duly and validly appointed and are the only directors of the Company.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Four certified true copies of the resolutions of the Shareholders passed at the extraordinary general meeting of the Company, dated 25 January 2024, in relation to the Global Offering referred to in Appendix VI to the Hong Kong Prospectus.
2. Four certified true copies of the resolutions of the Board, or a committee of the Board of the Company:
 - 2.1 approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Company is a party, and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 2.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the H Shares pursuant thereto;
 - 2.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Final Offering Circular;
 - 2.4 approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
 - 2.5 approving the Verification Notes.
3. Four certified true copies of the Registrar Agreement duly signed by the parties thereto.
4. Four certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
5. Four certified true copies of the Articles of Association which shall become effective upon the Listing Date.
6. Four certified true copies of the Certificate of Registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.
7. Four certified true copies of the current business licence of the Company.
8. Four certified true copies of the service contract or letter of appointment with each of the Directors and Supervisors.
9. Four certified true copies of the responsibility letter, power of attorney (except as already provided in item 11 below) and statement of interests signed by each of the Directors.
10. Four certified true copies of each of the material contracts referred to in the section of the Hong Kong Prospectus headed “Appendix VI – Statutory and General Information – 2. Further Information about our Business – Summary of our Material Contracts” (other than this Agreement).

Documents relating to the Hong Kong Public Offering

11. Four printed copies of each of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, four certified true copies of the relevant powers of attorney.
12. Four signed original signature pages of the Company and each of the Directors to the Verification Notes duly signed by or on behalf of each person (or their respective duly authorised attorney) to whom responsibility is therein assigned (other than the Joint Sponsors and the Overall Coordinators).
13. Four signed originals of the accountants' reports of the Company dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which are contained in Appendix I to the Hong Kong Prospectus.
14. Four signed originals of the letters from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information, the text of which are contained in Appendix II to the Hong Kong Prospectus.
15. Four signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, copying the Joint Sponsors, confirming, *inter alia*, the indebtedness statement contained in the Hong Kong Prospectus, in a form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
16. Four signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, copying the Joint Sponsors, regarding the sufficiency of the Company's working capital, in a form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
17. Four signed originals of the memorandum on the profit forecast and cash flow forecast adopted by the Board and reviewed by the Reporting Accountants in connection with their letters on the Company's profit forecast and sufficiency of working capital.
18. Four signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
19. Four signed originals of the legal opinions from CM Law Firm, legal adviser to the Company as to PRC laws, dated the Hong Kong Prospectus Date, addressed to the Company, in respect of the (i) establishment, business and legal status of the Company under the PRC Laws, and (ii) the properties owned and/or leased by the Company in the PRC, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
20. Four signed originals of the legal opinions from King & Wood Mallesons, the legal adviser to the Underwriter as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

21. Four signed originals of the memorandum from Pillsbury Winthrop Shaw Pittman LLP, dated the Hong Kong Prospectus Date and addressed to the Company and the Joint Sponsors, in respect of U.S. export controls and sanctions laws in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
22. Four copies of the CSRC Filing notice by the CSRC dated July 19, 2024 confirming the completion of CSRC filing procedures in connection with the application for listing of the H Shares on the Stock Exchange.
23. Four signed originals of the industry overview report dated the Hong Kong Prospectus Date from Frost & Sullivan.
24. Four originals of the internal control report prepared by the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
25. Four certified true copies of each of the letters referred to in the section of the Hong Kong Prospectus headed "Appendix VI - Statutory and General Information - Other Information - Qualifications and Consents of Experts" containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names, and where relevant their reports and letters in the form and context in which they are included.
26. Four certified true copies of the certificates as to the accuracy of the Hong Kong Prospectus given by the relevant translator thereof together with a certified true copy of a certificate issued by Toppan Nexus Limited as to the competency of such translator.
27. Four certified true copies of the undertaking from the Controlling Shareholder to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
28. Four certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
29. Four copies of the written confirmation from the Stock Exchange authorizing the registration of the Hong Kong Prospectus.
30. Four copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.
31. Four certified true copies of the compliance adviser agreement entered into between the Company and Somerley Capital Limited.

Part B

1. Four signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Hong Kong Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
2. Four signed originals of Regulation S comfort letter dated, respectively, the date of the International Underwriting Agreement and the Listing Date from the Reporting Accountants to the Directors, the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the International Underwriters), the Joint Global Coordinators and the International Underwriters, in form and substance satisfactory to the Joint sponsors and Joint Global Coordinators , which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.
3. Four signed originals of the closing legal opinion from CM Law Firm, legal adviser to the Company as to PRC Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (each including a bring-down opinion of the opinion in item 19 of Part A).
4. Four signed originals of the closing legal opinion from King & Wood Mallesons, legal adviser to the Underwriters as to PRC Laws, dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (each including a bring-down opinion of the opinion in item 20 of Part A).
5. Four signed originals of the Hong Kong legal opinions from Clifford Chance, legal adviser to the Company as to Hong Kong laws, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters and dated the Listing Date, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
6. Four signed originals of the Hong Kong legal opinions from DLA Piper Hong Kong, legal adviser to the Underwriters as to Hong Kong laws, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Hong Kong Underwriters and dated the Listing Date, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. Four signed originals of the US legal opinion from Clifford Chance, the legal adviser to the Company as to US laws, addressed to the representatives of the International Underwriters (for themselves and on behalf of the International Underwriters) and dated the Listing Date, concerning matters in form and substance satisfactory to the Joint Global Coordinators.
8. Four signed originals of the certificate of the executive Directors of the Company, dated the Listing Date, and in the form set forth in a schedule to the International Underwriting Agreement, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
9. Four certified true copies of the certificate issued by the joint company secretaries of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

10. Four signed originals of the certificate of the financial director of the Company, dated the Listing Date, and in form and substance satisfactory to the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountants.
11. Four certified true copies of the written resolutions of the Board approving the basis of allotment.
12. Four certified true copies of the letter issued by the Stock Exchange approving the listing of the H Shares.

SCHEDULE 4 SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form service at www.hkeipo.com or by giving electronic application instructions to HKSCC via HKSCC's FINI system complying in all respects with the terms set out in the section headed "How to apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators (on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter or the sub-underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application" (or in the case of sub-underwriters, "Hong Kong Sub-underwriter's Application").
3. If all the Hong Kong Offer Shares shall not have been validly both applied and paid for in the manner referred to in this Agreement, each Hong Kong Underwriter will, subject to the provisions of this Agreement, be obliged to take up the proportion of the shortfall that (a) its net underwriting participation (that is, its underwriting participation pursuant to Clause 4 less the aggregate number of Hong Kong Offer Shares for which the Hong Kong Underwriters' Applications have been made by it or procured to be made by it to the extent that they have been accepted and up to the limit of its underwriting participation), bears to (b) the aggregate of the underwriting participation of all the Hong Kong Underwriters including itself less the aggregate number of Hong Kong Offer Shares for which Hong Kong Underwriters' Applications have been made (including by itself).
4. The obligations of the Hong Kong Underwriters determined pursuant to paragraph 3 above may be rounded, as determined by the Overall Coordinators in their sole discretion, to avoid fractions. The determination of the Overall Coordinators shall be final and conclusive.
5. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

**SCHEDULE 5
ADVERTISING ARRANGEMENTS**

The Formal Notice is to be published on the official website of the SEHK and the website of the Company (www.iflyhealth.com) on December 18, 2024.

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1. For the purpose of the Code of Conduct for Persons Licenses by or Registered with the SFC (the “**Code**”), you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong), as follows:
 - 1.1. a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);
 - 1.2. a corporation having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;
 - 1.3. a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance;
 - 1.4. a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and
 - 1.5. a partnership with a portfolio of no less than HK\$8 million or total assets of not less than HK\$40 million (or equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.
2. We have categorised you as a Corporate Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

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

3.1. Client agreement

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

3.2. Risk disclosures

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

3.3. Information about us

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

3.4. Prompt confirmation

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

3.5. Information about clients

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

3.6. Nasdaq-Amex Pilot Program

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

3.7. Suitability

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

3.8. Investor characterization/disclosure of transaction related information

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

3.9. Discretionary accounts

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

3.10. Complex products

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

4. You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.
6. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
7. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
8. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipt under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

B. Individual Professional Investor

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

has as its principal business the holding of investments and is wholly owned by the individual.

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

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

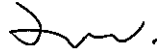
We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.
 - 3.3. Nasdaq-Amex Pilot Program

If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.
4. You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.
6. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequence of consenting to being treated as an Individual Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.
7. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required

SIGNED by Wylie Cheung
for and on behalf of
HUATAI FINANCIAL HOLDINGS
(HONG KONG) LIMITED

in the presence of *Bingjie Wang*

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SIGNED by Patricio Lau)
for and on behalf of)
GF CAPITAL (HONG KONG))
LIMITED)
in the presence of)



Shuqi Ding
Shuqi Ding

SIGNED by Alex Yan
for and on behalf of
**GF SECURITIES (HONG KONG)
BROKERAGE LIMITED**
in the presence of


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Shuyi Ding

Shuyi Ding

SIGNED by Michelle Pan
for and on behalf of
**CCB INTERNATIONAL CAPITAL
LIMITED**
in the presence of

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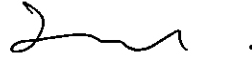
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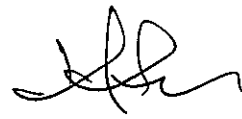
SIGNED by Wylie Cheung)
for and on behalf of)
HUATAI FINANCIAL HOLDINGS)
(HONG KONG) LIMITED)
as attorney for and on behalf of each of the)
other HONG KONG UNDERWRITERS)
in the presence of)



Bingjie Wang



SIGNED by Alex Yan)
for and on behalf of)
GF SECURITIES (HONG KONG))
BROKERAGE LIMITED)
as attorney for and on behalf of each of the)
other HONG KONG UNDERWRITERS)
in the presence of)



Shuqi Ding

Shuqi Ding

SIGNED by Michelle Pan)
for and on behalf of)
CCB INTERNATIONAL CAPITAL)
LIMITED)
as attorney for and on behalf of each of the)
other **HONG KONG UNDERWRITERS**)
in the presence of)

Remy

Remy Zhang

