

股权转让协议

转让方：泰州市赛孚美博企业管理合伙企业（有限合伙）

受让方：泰州市赛孚聚力生物医药有限公司

双方就股权转让事宜，达成如下协议：

一、转让方在江苏赛孚士生物技术有限公司持有 15.00%股权（认缴出资额计人民币 2,647 万元，实缴 0 万元），现自愿将持有江苏赛孚士生物技术有限公司 15.00%的股权无偿转让给受让方，受让方应按章程的规定缴纳出资。

二、受让方在本协议生效后，须依法按有关规定办理相关手续，否则责任自负。

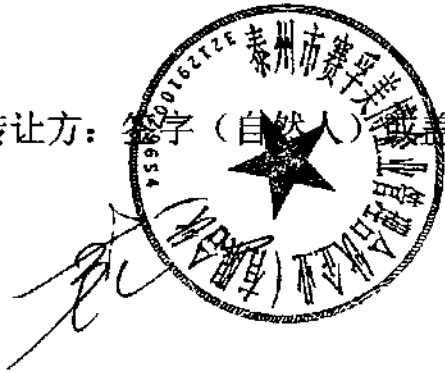
三、本协议自双方签字之日起生效。自本协议生效之日起，转让方就转让的股权所对应的股东权利和义务由受让方承继。

（以下无正文）

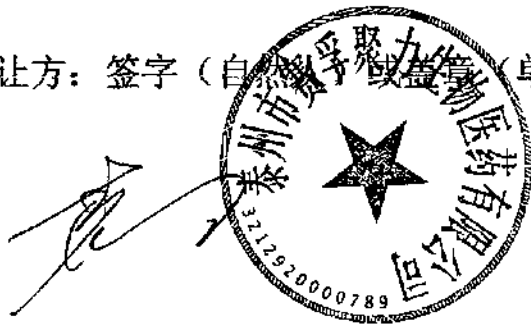


《股权转让协议》签字页

转让方：签字（自然人）或盖章（单位）



受让方：签字（自然人）或盖章（单位）



2022 年 9 月 18 日



江苏荃信生物医药股份有限公司

增资扩股协议

本《江苏荃信生物医药股份有限公司增资扩股协议》（“本协议”）由下列双方于 2022 年 10 月 15 日在江苏省泰州市签订：

1. 公司：

江苏荃信生物医药股份有限公司，一家依据中国法律成立并存续的股份有限公司，其住所为泰州市药城大道 907 号 1 号楼 1310 室（“公司”）；

2. 增资方：

- 2.1 泰州信孚同心企业管理合伙企业（有限合伙），一家依据中国法律成立并存续的有限合伙企业，其主要经营场所为泰州市医药高新技术产业开发区药城大道 907 号 1 号楼 1318 室，统一社会信用代码为 91321291MA26UQWE97；
 - 2.2 裘霁宛，国籍：中国，身份证号码：330623197109032213，通讯地址：江苏省泰州市药城大道 907 号；
 - 2.3 余国良，国籍：美国，护照号码：567478398，通讯地址：杭州市萧山区通惠中路 118 号空港智创空间冠科美博 3 楼；
 - 2.4 李建伟，国籍：美国，护照号码：556359668，通讯地址：6748 Lonicera St., Carlsbad, CA 92011, USA；
 - 2.5 裘之华，国籍：美国，护照号码：582809353，通讯地址：4725 Chestnut Ct, Dublin, CA 94568, USA；
 - 2.6 郭新军，国籍：中国，身份证号码：330625197103067178，通讯地址：上海市松江区陆家圈路 269 弄 202 号；
- （合称“增资方”）。

以上主体单称“一方”，合称“双方”。

鉴于：

1. 截至本协议签署日，公司的注册资本为 18,002.52 万元人民币；
2. 双方同意增资方按照本协议的条款和条件认购公司拟新增的注册资本 3000 万元人民币（“本次增资”）。

为明确双方的权利和义务，经双方友好协商，就本次增资达成如下条款，以资遵守：

1. 增资

- 1.1 双方同意，增资方以货币资金人民币 3000 万元（含等值美元）（“增资款”）认购公司新增注册资本，其中：泰州信孚同心企业管理合伙企业（有限合伙）以货币资金人民币 1555 万元认购公司新增注册资本；裘霁宛以货币资金人民币 1000 万元认购公司新增注册资本；李建伟以货币资金人民币 145 万元（含等值美元）认购公司新增注册资本；余国良以货币资金人民币 150 万元（含等值美元）认购公司新增注册资本；裘之华以货币资金人民币 100 万元（含等值美元）认购公司新增注册资本；郭新军以货币资金人民币 50 万元认购公司新增注册资本，增资款均计入公司的注册资本。增资方应于 2022 年 12 月 31 日之前完成增资款的支付。
- 1.2 双方进一步同意，就增资方中以等值美元出资部分，本协议项下适用的人民币和美元之间的兑换汇率应当以 1 美元兑换人民币 7.1088 元为准。
- 1.3 双方同意于本协议签署后的尽快时间内修改公司章程或签署章程修正案并完成本次增资的工商变更登记。自公司股东名册记载增资方之日起，增资方即成为公司股东并享有法律法规、公司章程规定的股东权利并承担相应义务。
- 1.4 本次增资后，公司的注册资本由人民币 18,002.52 万元增至人民币 21,002.52 万元，股本结构如下所示：

序号	股东姓名/名称	持股数量（股）	持股比例
1	杭州荃毅投资管理合伙企业（普通合伙）	40,000,000	19.05%
2	深圳市前海倚锋太和股权投资基金企业（有限合伙）	3,500,000	1.67%
3	泰州中国医药城融健达创业投资有限公司	7,500,000	3.57%
4	泰州健鑫创业投资有限公司	7,500,000	3.57%
5	南京同人博达股权投资中心（有限合伙）	5,000,000	2.38%

序号	股东姓名/名称	持股数量（股）	持股比例
6	上海荃友凡悦投资管理合伙企业（有限合伙）	5,000,000	2.38%
7	上海硕臣投资管理有限公司	5,000,000	2.38%
8	南京华裕祥资产管理中心（普通合伙）	2,000,000	0.95%
9	泰州洪泰健康投资管理中心（有限合伙）	18,750,000	8.93%
10	苏州合富瑞泰股权投资中心（有限合伙）	3,750,000	1.79%
11	深圳勤智罗兹曼二期投资合伙企业（有限合伙）	1,250,000	0.60%
12	深圳勤智康信创业投资合伙企业（有限合伙）	1,250,000	0.60%
13	深圳瑞享源叁号创业投资中心（有限合伙）	3,230,000	1.54%
14	共青城佳银瑞享源股权投资合伙企业（有限合伙）	1,250,000	0.60%
15	深圳瑞享源肆号创业投资中心（有限合伙）	4,500,000	2.14%
16	杭州中美华东制药有限公司	35,900,000	17.09%
17	MATRIX PARTNERS CHINA VI HONG KONG LIMITED	10,920,000	5.20%
18	苏州冠鸿创业投资中心（有限合伙）	6,540,000	3.11%
19	深圳远致富海新兴产业二期投资企业（有限合伙）	730,000	0.35%
20	新余市同创国盛科创产业投资合伙企业（有限合伙）	1,450,000	0.69%
21	朗玛三十七号（深圳）创业投资中心（有限合伙）	730,000	0.35%
22	深圳勤智德泰新科技创业投资企业（有限合伙）	730,000	0.35%
23	共青城勤智慧升创业投资合伙企业（有限合伙）	595,400	0.28%
24	共青城勤智康鑫创业投资合伙企业（有限合伙）	3,899,800	1.86%
25	TWVC Panglin Qyuns Investment Limited	2,500,600	1.19%
26	嘉兴集荃股权投资合伙企业（有限合伙）	3,572,400	1.70%
27	深圳开天云起创业投资中心（有限合伙）	2,977,000	1.42%
28	泰州信孚同心企业管理合伙企业（有限合伙）	15,550,000	7.40%
29	裘霁宛	10,000,000	4.76%
30	余国良	1,500,000	0.71%
31	李建伟	1,450,000	0.69%
32	裘之华	1,000,000	0.48%
33	郭新军	500,000	0.24%
合计		210,025,200	100.00%

2. 双方的陈述和保证

双方各自单独及分别地向其他方陈述和保证如下：

(1) 其（如为机构）为依法设立并有效存续的主体，拥有签订本协议并履行本协议义务的全部权利、权力与授权；

(2) 其（如为自然人）为具有完全民事行为能力个人，拥有签订本协议并履行本协议义务的全部权利、权力与能力；

(3) 本协议的签署及履行均已取得有权决策机构的批准及其他一切必要的许可；

(4) 其在本协议上签字的代表已经获充分授权代表其签署本协议并加盖企业印章；

(5) 其在本协议中所作的声明和保证在本协议签署日均为真实、准确、完整，并且直至本协议得到全面履行时仍为真实、准确、完整的；

(6) 本协议的签署和履行不违反任何对其具有约束力的协议、章程、生效判决、裁决、司法裁定或行政决定，亦不违反任何法律规定。双方已经分别获得了进行本协议项下的交易所必需的所有第三方同意或授权；以及

(7) 本协议的签署和履行不违反任何对其自身、其业务、财务、经营、财产或其履行本协议义务的能力有管辖权的政府部门所制定的任何适用法律、法规、条例、法令或命令，或对前述各项的解释。

3. 法律适用和争议解决

3.1 本协议的订立、效力、解释、履行和争议的解决应受中国法律的管辖，并依其解释。

3.2 凡由本协议引起的或与本协议有关的任何争议，应由双方通过友好协商的方式解决。若任何争议无法在争议发生后 15 日内通过协商解决，任何一方有权将该争议提交至上海国际经济贸易仲裁委员会（以下简称“贸仲”），按照贸仲届时有效的仲裁规则进行仲裁。仲裁庭由 3 名按照仲裁规则指定的仲裁员组成，申请人指定 1 名仲裁员，被申请人指定 1 名仲裁员，第三名仲裁员由前两名仲裁员协商指定或由贸仲指定。仲裁地在中国上海，仲裁语言为中文。仲裁裁决是终局性的，对双方均有约束力。

4. 其他

- 4.1 本协议中标题仅为阅读方便，在任何情况下不得作为对本协议内容的解释。
- 4.2 本协议对双方及其权利义务承继者均有约束力。未经对方书面同意，任何一方不得转让其在本协议中的权利或义务。
- 4.3 本协议自双方适当签署之日起生效。

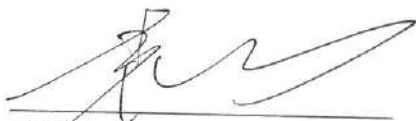
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[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

【裘霁宛】

签署：

姓名：裘霁宛

A stylized, handwritten signature in black ink, consisting of several fluid, connected strokes, positioned above a horizontal line.

[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

【余国良】

签署：

Handwritten signature of Yu Guoliang in black ink, written over a horizontal line.

姓名：余国良

[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

【李建伟】

签署：



姓名：李建伟

[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

【裘之华】

签署： 裘之华
姓名：裘之华

[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

【郭新军】

签署：

姓名：郭新军

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

[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

泰州信孚同心企业管理合伙企业（有限合伙）（盖章）



裴霁宛

签字：_____

姓名：裴霁宛

职务：执行事务合伙人/授权代表

[本页无正文，为《江苏荃信生物医药股份有限公司增资扩股协议》之签署页]

江苏荃信生物医药股份有限公司（盖章）



签字：_____

裴霖宛

姓名：裴霖宛

职代表人/授权代表

江苏荃信生物医药股份有限公司



股东协议

【2022】年【11】月【30】日



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股东协议

本股东协议（“本协议”）由以下各方于【2022】年【11】月【30】日签署：

(1) 江苏荃信生物医药股份有限公司，一家根据**中国法律**成立的股份有限公司，其前身为江苏荃信生物医药有限公司，其住所为：泰州市药城大道 907 号 1 号楼 1310 室（“公司”或“江苏荃信”或“目标公司”）；

(2) 泰州市赛孚聚力生物医药有限公司，一家根据**中国法律**成立的有限责任公司，其住所为：泰州市药城大道 907 号 1 号楼 1107 室（“赛孚聚力”）；

(3) 裘霁宛，中国公民，身份证号码：330623197109032213；

(4) 余国安，中国公民，身份证号码：330104195002030714（与裘霁宛单独或合称为“一致行动人”）；以及

(5) 附件 I 所列的各股东（合称为“全体现有股东”，单独称为“现有股东”）。

本协议的签约方在本协议下文分别称为“一方”，合称为“各方”。

鉴于：

- 1、 Matrix Partners China VI Hong Kong Limited 与 Matrix China VI 和 Matrix China VI-A 于 2022 年 10 月 14 日签署了《转让协议》，约定将 Matrix Partners China VI Hong Kong Limited 持有的公司 9,853,116 股股份转让给 Matrix China VI，约定将 Matrix Partners China VI Hong Kong Limited 持有的 1,066,884 股公司股份转让给 Matrix China VI-A（以下简称“**经纬股权转让**”）；
- 2、 南京同人博达与南京人才创投于 2022 年 11 月 29 日签署了《关于江苏荃信生物医药股份有限公司之股权转让协议》，约定南京同人博达将其持有的 625,000 股公司股份转让给南京人才创投（以下简称“**南京同人博达股权转让**”，与经纬股权转让合称“**本次股权转让**”）。

因此，各方特此同意如下：

第1条 定义

1.1 定义

在本协议中，除非本协议另有定义，下列词语具有以下含义：

“**Pre-A 轮投资人**”指深圳倚锋（就深圳倚锋根据 **Pre-A 轮投资协议**认购的公司新增注册资本部分）、上海荃友凡悦、南京裕之华。

“**Pre-A 轮投资协议**”指江苏荃信、杭州荃毅、杭州荃厉分别与深圳倚锋、上海荃友凡悦、南京裕之华于 2015 年 10 月 15 日签署的增资入股协议，约定认购价格为 1.4 元/元注册资本，**Pre-A 轮投资人**合计出资人民币 1,400 万元认购公司新增注册资本 1,000 万元，该等交易下称“**Pre-A 轮增资**”。

“**A 轮投资人**”指深圳倚锋（就深圳倚锋根据 **A 轮投资协议**认购的公司新增注册资本部分）、泰州融健达、泰州健鑫、南京同人博达和上海硕臣。

“**A 轮投资协议**”指江苏荃信与深圳倚锋、泰州融健达、泰州健鑫、南京同人博达和上海硕臣于 2016 年 1 月 18 日签署的增资入股协议，约定认购价格为 4 元/元注册资本，**A 轮投资人**合计出资人民币 12,000 万元认购公司新增注册资本 3,000 万元，该等交易下称“**A 轮增资**”。

“**B 轮第一批投资人**”指洪泰投资、苏州合富、深圳勤智罗兹曼和深圳勤智康信；**B 轮第二批投资人**指深圳瑞享源叁号、共青城佳银。（合称“**B 轮投资人**”）。

“**B 轮第一批投资协议**”指洪泰投资、苏州合富、深圳勤智罗兹曼于 2019 年 4 月 10 日签署的增资入股协议，约定认购价格为 8 元/元注册资本，**B 轮第一批投资人**合计出资人民币 20,000 万元认购公司新增注册资本 2,500 万元；**B 轮第二批投资协议**指深圳瑞享源叁号、共青城佳银根据 2020 年 4 月 15 日签署的增资协议所述以共计 3,000 万元的价格认购公司新增的 375 万元注册资本的交易。前述协议下所约定的交易合称“**B 轮增资**”。

“**B+轮投资人**”指中美华东。

“**B+轮融资协议**”指江苏荃信与中美华东及其他相关方于 2020 年 8 月 14 日签署的增资入股协议，约定认购价格为 10.31 元/元注册资本，中美华东合计出资人民币 37,000 万元认购公司新增注册资本 3,590 万元，该等交易下称“**B+轮增资**”。

“**B++轮投资人**”指经纬、苏州冠鸿、深圳远致富海、新余同创国盛、深圳朗玛、深圳勤智德泰和深圳瑞享源叁号（仅就其通过 **B++轮增资** 认购的公司 73 万元人民币注册资本而言）。

“**B++轮融资协议**”指江苏荃信与 **B++轮投资人** 及其他相关方于 2021 年 4 月 2 日签署的增资协议，约定认购价格为 13.74 元/元注册资本，**B++轮投资人** 合计出资人民币 30,000 万元认购公司新增注册资本 2,183 万元，该等交易下称“**B++轮增资**”。

“**Crossover 轮投资人**”指勤智慧升、勤智康鑫、TWVC Panglin、嘉兴集荃和深圳开天。待南京同人博达股权转让交割完成后，南京人才创投也被视为 **Crossover 轮投资人**。

“**Crossover 轮增资**”指 **Crossover 轮投资人** 根据 **Crossover 轮增资协议** 所述以共计 22,750 万元的价格认购公司新增发行的 1,354.52 万股普通股（对应 1,354.52 万元注册资本）的交易。江苏荃信与 **Crossover 轮投资人** 及其他相关方于 2022 年 1 月 31 日就 **Crossover 轮增资** 签署的《增资协议》以下简称为“**Crossover 轮增资协议**”。

“**出售事件**”指（A）任何兼并、收购、改变控制权、合并等导致公司集团多数表决权发生转移的交易行为；（B）公司集团的所有或实质所有资产被出售、出租、转让或独家许可的情况；或（C）公司集团全部知识产权或实质上全部知识产权被排他性许可或出售给第三方

“**创始股东**”指创始人持股平台杭州荃毅及一致行动人。

“**独立审计师**”指任何公司集团成员的独立审计师，该独立审计师应为在中国正式设立并获授权在中国执业的会计师事务所。

“法律”对于某人而言，指适用于该人或对该人或其财产有约束力的公开、有效并且适用的条约、法律、行政法规、地方性法规、规章、司法解释、判决、裁定、仲裁裁决和其他规范性文件。

“负债”指实际发生或者可能发生的全部**债务**及其他性质的负债，不论就其性质而言是否需要在**公司集团**的账目中披露。

任何**公司集团成员**的“高级管理人员”指执行董事（与公司签署劳动合同并参与运营的董事）、总经理、新药研发副总裁、药学负责人、临床医学负责人以及其董事会不时指定的其他高级管理人员。

“公司方”指目标公司、赛孚聚力、一致行动人以及现有股东中的创始人持股平台**杭州荃毅**以及拟设立的**员工持股平台**的合称。

“公司集团”指各**公司集团成员**的合称。

“公司集团成员”指目标公司及目标公司向外直接或间接控制的公司、企业中的任一家。

“公司章程”具有 **Crossover** 轮增资协议规定的含义。

“工作日”指除星期六、星期天或者法定节假日之外的日期。

“股东”指记载于公司的股东名册的股东。

“股权类证券”，对任何人而言，指该人的股权、股份、优先股、股东权益、合伙权益、注册资本、合营权益或其他所有者权益，以及可直接或间接地转换为、行使为或置换为前述权益的期权、认股权证或其他权利或证券（无论该等权利或证券是否由该人发行的）。本定义所称的“人”不包括自然人。

“股权激励计划”指公司拟议用以向员工发放激励股权的股权激励计划。

某个人（“本人”）的“关联方”，(i) 当本人不是自然人的情况下，指直接或间接地控制本人，或被本人控制，或与本人共同被控制的其他人；及(ii) 当本人是自然人的情况下，指直接或间接地被本人控制的其他人，或者本人的亲属，或者该等亲属直接或间接地控制的其他人。

“关联交易”指任何公司集团成员与如下人之间的交易：(i) 任何公司方；(ii) 公司集团成员的任何股东（其他公司集团成员除外）、董事或高级管理人员；(iii) 第(i)或(ii)项所述人的关联方（其他公司集团成员除外）；或者(iv) 第(iii)项所述人的董事或高级管理人员。

“杭州荃厉”指杭州荃厉投资管理合伙企业（有限合伙），曾为公司的员工持股平台。

“交割日”指 Crossover 轮增资协议所定义的交割日。

“交易文件”指 Crossover 轮增资协议、本协议、公司章程、Pre-A 轮投资协议、A 轮投资协议、B 轮第一批投资协议、B 轮第二批投资协议、B+轮投资协议、B++轮投资协议，以及为完成 Crossover 轮增资事宜需要或应 Crossover 轮投资人要求签署的其他附属协议、决议及其他文件。

“控制”某个人是指(i) 持有该人超过 50%的已发行股份或其他股权或注册资本；(ii) 通过拥有该人超过 50%的表决权或者通过拥有该人超过 50%的表决权的表决代理，或通过有权委派该人的董事会或类似的管理机构的多数成员，或通过合同安排其他方式，能够决定该人的管理或政策的权力；或(iii) 委派该人的法定代表人的权力。本定义所称的“人”不包括自然人。

“批准”指政府机构授予的权利、执照、许可、批复、豁免、同意和授权以及在政府机构办理的登记和备案。

“普通股”指目标公司发行的每股面值为一（1）元的普通股股份。

自然人的“亲属”指其配偶及该人或其配偶的父母、（外）祖父母、子女、（外）孙子（女）、兄弟姐妹、伯/叔/姑/姨/舅父、伯/婶/姑/姨/舅母、侄/甥（女）、或曾（外）祖父母。

“权利负担”指(i) 向任何人授予的或因合同或法定的原因产生的，在特定财产上的抵押、质押、留置、其他担保权益、优先权、表决权委托或转让限制；(ii) 在特定财产上的查封、扣押、冻结等强制措施；以及(iii) 附着于特定财产上的关于该等财产的权属、占有、使用、处分或收益的权利要求。

“人”指个人、公司、企业、合伙、信托、非公司组织、政府、政府部门、政府机关或其他实体。

“合格首次公开发行”指公司在证券交易所(包括但不限于上海证券交易所、深圳证券交易所、香港联合交易所有限公司)上市和挂牌交易，且公司上市之时的市值原则上不少于 40 亿人民币或其等值美元。

“税赋”指由中国或其他有管辖权的区域的中央或地方政府征收、预扣或评定的各种形式的税赋及类似税赋的费用，以及与上述各项相关的利息、罚款、附加收费或罚金。

“诉讼”指任何诉讼、仲裁、行政或刑事程序。

“泰州荃励”指泰州荃励企业管理合伙企业(有限合伙)，曾为公司的员工持股平台。

“投资人”指 Pre-A 轮投资人、A 轮投资人、B 轮第一批投资人和 B 轮第二批投资人、B+轮投资人、B++轮投资人以及 Crossover 轮投资人。

“元”指中国的法定货币人民币元。

“员工持股平台”指为员工间接持有公司激励股权的目的，而在中国境内或境外设立的实体。

“债务”，对某个人而言，指该人所承担的向第三方支付资金的义务或为第三方支付资金的义务所提供的担保。

“政府机构”指有管辖权的政府或其隶属机构，政府或其隶属机构的部门，法院或仲裁庭，以及证券交易所的监管机构。

“知识产权”指在任何国家的专利、商标、服务标志、注册设计、域名、实用新型、版权、发明、保密信息、商业秘密、专有生产工艺和设备、品牌名称、数据库权利、商号、其他类似权利以及任何上述各项的利益（无论是否已注册或登记，且应包括授予上述各项的申请以及在世界任何地方申请上述各项的权利）。

“中国”指中华人民共和国，仅就本协议而言，不包括香港特别行政区、澳门特别行政区和台湾地区。

“中国会计准则”指在中国的企业当时适用的会计准则。

“重大不利影响”指单独或同其他事件、事实、影响、变化或情况一起对（或被合理认为可能会对）(i) 公司集团整体的业务、资产、前景、财务或其他状况、经营成果或经营，或 (ii) 任何现有股东和/或公司完成其签署的交易文件所述交易的能力，明显不利的事件、事实、影响、变化或情况。为避免疑义，以下情形单独或者整体不得被认定为已构成或将构成重大不利影响：(i) 全球市场或中国市场的整体经济情况（包括金融、银行、信贷、货币及资本市场）的普遍变化；(ii) 普遍影响公司集团所处行业的情况；(iii) 所适用法律及中国会计准则的改变；(iv) 战争、武装敌对或其他国家性或世界性的不幸事件的出现或恶化，或任何军事或恐怖袭击的发生；以及(v) 不可抗力或自然灾害；但是，当与业务运营同处一个行业的其他企业（对于公司集团或公司而言）或者其他人（对于任何现有股东而言）相比，上述(i), (ii), (iii), (iv)和(v)中所指的任何变化、情况、出现、发生或事件对公司集团具有重大的、不成比例的不利影响时，那么该等变化、情况、出现、发生或事件应构成重大不利影响。

“主营业务”指药品研发和生产销售业务。

“资产”指任何性质的有形或无形资产、权利和特权，包括有关知识产权的所有权利。

“子公司”，对某个人而言，指该人于本协议签署日或之后直接或间接地控制的其他人。

1.2 在本协议其他处定义的术语

其他术语的含义请见本协议正文和附件相应定义，其他在本协议中使用但未定义的术语具有其在 **Crossover** 轮增资协议中的含义。

1.3 解释

(a) 直接或间接地

词组“直接或间接地”指直接或通过关联方或合同或其他安排间接地；“直接或间接的”具有对应的含义。

(b) 标题

标题仅为方便而设，并不影响本协议条款的解释。

(c) 包括但不限于

“包括”及相似的表述应被解释为“包括但不限于”。

(d) 文件、条款和附件

凡提及本协议应被视为包括本协议的附件和附表，其构成本协议不可分割的一部分。除非另有规定，凡提及任何条款、附件或附表，均指本协议的条款、附件或附表。除非上下文另有规定，“本协议”、“本协议项下”、“本协议的”及类似的词语均指本协议整体，而不是指本协议的某个条款、附件或附表。凡提及文件之处（包括本协议）指不时被修订、补充、概括转让或替代的文件。

(e) 时间

如果某个期间自某个日期起算，应不包括该日期。如发生某个事件的日期根据本协议的规定为非工作日，则应顺延到下一个工作日。

(f) 书面

“书面”指通过信件、电子邮件或传真传达的通信。

(g) 股权

凡提及某个实体的“股权”应被视为包括认购该实体股权的期权或以其他方式取得该实体股权的权利（包括带有转股权利的债权），除非根据上下文采用这一解释明显不合逻辑。

(h) 政府机构

本协议提及某个**政府机构**应被视为包括经正式任命承继该**政府机构**职权的实体。

(i) 每股价格

本协议提及的“**公司每股价格**”、“每股价格”或“每 1 元出资额的价格”应随公司的公积金转增股本、派发红股、净资产折股等事项予以相应调整。

(j) 出资比例、股份数量或注册资本金额的计算

在计算出资比例、股份数量或注册资本金额时，(i) “完全稀释”指进行计算时假设所有尚未行使的**股权类证券**均已被转换、行使或置换（无论根据其条款在当时是不是可以被转换、行使或置换），以及(ii) “非稀释”指进行计算时只计入当时的注册资本（或者视情况而定，只计入当时已发行的股份）。

第2条 公司

2.1 名称和住所

公司的名称为“江苏荃信生物医药股份有限公司”。

公司的住所为：泰州市药城大道 907 号 1 号楼 1310 室。

2.2 股份有限公司

公司为股份有限公司，具有企业法人资格。每一股东对公司承担的责任仅限于其根据本协议向公司认购的股份。任何股东均不应就公司的债务或义务向第三方承担责任。

2.3 股东义务

每一股东应遵守本协议中有关其投资于公司及与公司进行交易的约定，并应按照本协议的规定行使其权利和权力以使本协议得以实施。

第3条 公司的宗旨、目的和经营范围

3.1 宗旨和目的

公司的宗旨和目的为：系通过股份有限公司组织形式，由股东共同出资，筹集资本金，建立新的经营机制，为振兴经济作出贡献。

3.2 经营范围和批准

(a) 经营范围

公司的经营范围为“生物药品生产，生物制品的技术开发、技术转让、技术咨询与技术服务，自营和代理各类商品及技术的进出口业务（国家限定企业经营或者禁止进出口的商品及技术除外）（依法须经批准的项目，经相关部门批准后方可开展经营活动）”。

(b) 批准

各方确认并同意，公司应在中国法律允许的范围内从事第3.2(a)条所述的全部活动，并且公司应向有关中国政府机构申请从事上述活动所需的所有批准（如需要）。

第4条 公司的注册资本和出资

4.1 总股数注册资本

在 Crossover 轮融资完成后一刻，公司的注册资本为 18,002.52 万元。

4.2 出资

截至本协议签署之日，各股东在公司的持股数量和持股比例如附件 I 所示。

4.3 股东名册

公司完成每一次股份发行后，公司应按照中国法律规定的内容向该股东出具股东名册副本。任何股东按照本协议的规定将其持有的公司股权转让给其他人的，在该等股权转让完成后五（5）个工作日内，公司应向取得该等股权的人出具更新的股东名册副本。

4.4 现有股东缴纳股份认购款

每一现有股东应按照中国法律和公司章程的规定向公司缴纳其各自的股份认购出资额。

4.5 持股平台

根据公司的股东大会依据本协议的规定批准的股权激励计划，公司的总经理应有权作出实施股权激励计划的决定。员工持股平台及其合伙人应按照公司董事会批准的股权激励计划以及公司的总经理作出的实施股权激励计划的决定相应实施股权激励计划（包括但不限于，按照前述计划和决定向公司集团成员的管理层/员工转让合伙权益，或者允许公司集团成员的管理层/员工入伙成为有限合伙人）并且与有关人签署有关法律文件；除前述活动外，员工持股平台不得，并且一致行动人（只要其是名义合伙人或实际合伙人）应确保员工持股平台不得，从事任何其他活动（为其合法存续所必需的活动除外）。

各方确认并认可：（1）公司董事会及股东会已分别于 2021 年 6 月 10 日及 2021 年 6 月 11 日召开会议并同意公司原有员工持股平台泰州荃励和杭州荃厉退

出公司且不再持有公司股权，并由未来设立的新员工持股平台承接泰州荃励和杭州荃厉所持有的公司股权；（2）公司已修订股权激励计划；且（3）目标公司将通过新员工持股平台、按照修订后的股权激励计划向员工发放激励股权，价格为1元每一股普通股（上述步骤合称“股权激励优化”）。股权激励优化完成后，上述新员工持股平台将持有30,000,000股普通股（对应公司注册资本30,000,000元）。

各方确认，截至本协议签署日，创始人持股平台杭州荃毅共持有占公司注册资本22.22%的出资额，为一致行动人间接持有公司股权的持股平台。除为其合法存续所必须的活动外，未经中美华东、经纬事先书面同意，杭州荃毅不得，并且一致行动人应确保杭州荃毅不得，从事任何其他活动。

第5条 股权变动

5.1 公司方股权转让的限制

（a）公司方不得直接或间接地对其持有的公司股权进行出售、赠予、转让、质押、设置权利负担或以其他方式进行处置（包括处置该等股权对应的权利或利益）（以上每种情况称为“转让”），除非该转让符合本第5.1、第5.2、第5.4项下适用于该转让的规定。违反本条规定而转让公司股权的行为均为无效，公司不得，且其他公司方应确保公司不得，登记或认可该等转让。

（b）在公司完成合格首次公开发行之前，除非经股东大会三分之二以上表决权同意（其中包括持有全体投资人所持公司股权二分之一以上的投资人的同意），任何公司方均不得直接或间接地向任何人转让其持有的公司任何股权。但在公司合格首次公开发行之后，公司方相关股权按照证券法规定达到出售条件的情形，则不受约束。

（c）为避免疑义，依据经公司董事会批准的股权激励计划而进行的股权转让和回购以及根据第5.7条进行的转让不受制于本第5.1条、第5.2条、第5.4条规定的限制或权利，前提是，如果任何人（包括但不限于，公司的董事、高级管理人员或员工）在股权激励计划项下直接或间接地取得公司的股权，公司方应确保该人作为一方加入本协议，且该人同意受该等条款的约束应是该人取得公司的股权的前提条件之一。为避免疑义，投资人无权按照第5.6条的规定向任何在股权

激励计划项下直接或间接地取得公司的股权的人（任何一致行动人除外）行使赎回权。

(d) 任何公司方自身的所有权结构（如适用）的变化，应被视为该股东持有的相应比例的公司股权的转让（称为“间接转让”），并受制于本第 5.1 条、第 5.2 条、第 5.4 条的规定。上述变化包括但不限于：(i) 该股东的合伙人向其他投资者转让其持有的该股东的股权类证券或权益；(ii) 该股东的控制权变更；或(iii) 该股东发行或回购其股权类证券。上述相应比例应等于间接转让项下变动的该股东的所有权比例乘以该股东届时在公司的认缴出资比例（“间接转让比例”）。上述变化不包括经董事会批准依照股权激励计划由裘雯苑或董事会批准的人全部或者部分收回员工持股平台上任何人间接取得的公司股权。

(e) 就本第 5.1 条、第 5.2 条、第 5.4 条的目的而言，股权类证券的转让，将被视为公司股权的转让，并受制于本第 5.1 条、第 5.2 条、第 5.4 条的规定。

(f) 任何公司方不得采用任何方式规避本第 5.1 条、第 5.2 条、第 5.4 条规定的限制或权利。

5.2 优先购买权

(a) 受制于优先购买权的转让

(i) 受制于第 5.1 条的规定，如果公司方拟将其持有的公司股权向任何人（“受让人”）进行转让（包括间接转让），则每一其他股东根据本第 5.2 条对该转让享有优先购买权。

(ii) 在本第 5 条中，“转让股东”指任何公司方；“出售股权”指转让股东拟转让的公司任何股权（包括间接转让比例对应的拟转让公司股权）；每一“受要约人”指公司方以外的每一其他股东。

(b) 转让通知

如果转让股东收到收购其出售股权的善意要约而转让股东拟接受该要约（“拟议转让”），转让股东应向每一受要约人发出构成要约的书面通知（“转让通

知”), 该通知应列明: (i) 转让股东的姓名或名称; (ii) 受让人的姓名或名称和地址; (iii) 出售股权的数额; (iv) 拟议转让的对价 (“出售价格”) 的金额和形式; 和(v) 拟议转让的其他条款和条件。

(c) 优先购买权的行使

自转让通知送达之日起二十 (20) 个工作日内 (“优先购买权行使期间”), 每一受要约人有权通过交付书面行权通知 (“接受通知”) 来行使其权利, 以基于出售价格得出的单价并且按照转让通知中规定的其他条款和条件购买一定数额的出售股权 (“优先购买权”), 该数额的最高值等于: 出售股权的数额 $\times$ (于转让通知日, 该受要约人持有的公司股权总额/全部受要约人持有的公司股权总额之和)。接受通知应不可撤销, 且构成该受要约人购买根据第 5.2(c) 条确定的出售股权份额的具有约束力的承诺。任何受要约人在优先购买权行使期间内未发出接受通知的, 应被视为该受要约人当次放弃其对拟议转让的优先购买权。

在优先购买权行使期间到期后, 对于因部分受要约人放弃或未能完全行使其优先购买权而尚未转让的出售股权 (“剩余待出售股权”), 公司应在优先购买权行使期间到期后两 (2) 个工作日内向其他完全行使其优先购买权的受要约人 (“完全行使优先购买权人”) 发出按各完全行使优先购买权人届时在公司所持股权相对比例购买剩余待出售股权的通知, 完全行使优先购买权人应在接到该通知后的五 (5) 个工作日内向公司通知其是否对剩余待出售股权行使优先购买权。如果某一完全行使优先购买权人在该五 (5) 个工作日内未发出承诺通知, 应视该完全行使优先购买权人放弃行使其对于剩余待出售股权的优先购买权。

(d) 出售给第三方购买人

在遵守第 5.4 条的前提下, 转让股东可将未由任何受要约人根据本第 5.2 条的规定作出承诺购买的出售股权按转让通知中规定的条款和条件转让给转让通知中注明的受让人, 前提是(i) 转让通知中关于受让人的信息真实、准确; (ii) 向受让人出售出售股权的单价不低于基于出售价格得出的单价并且向受让人出售出售股权的其他条款和条件对受让人而言不优于转让通知中规定的其他条款和条件; (iii) 拟议转让应在发出转让通知之日起六十 (60) 个工作日之内完成; 及 (iv) 作为拟议转让完成的前提条件之一, 受让人应当作为一方加入本协议并受本

协议的约束，并且承继转让股东在本协议项下与向受让人转让的出售股权相对应的权利和义务。

如果拟议转让因任何原因没有在上述六十（60）个工作日的期限内完成，本条规定的限制将重新启动，在此之后转让股东除非按照本第 5.2 条再次向每一受要约人发出要约，否则将不得对出售股权进行转让。

(e) 完成

如果任何受要约人行使优先购买权，转让股东与该受要约人应在接受通知发出日后十（10）个工作日内就出售股权的转让订立股权转让合同。在不影响第 5.1 条的规定的的前提下，公司和每一股东应按该受要约人的要求立即签署并采取为完成该等转让所必需的所有文件和行动，包括但不限于，对本协议和公司章程进行修订以反映该等转让，在公司股东大会会议上表决赞成该等转让以及前述对公司章程的修订，向政府机构办理出售股权过户到该受要约人名下所需的各项手续。

5.3 投资人股权转让

投资人向其关联方转让其在中国中持有的股权不受任何限制。投资人向其关联方之外的其他第三方转让其在中国中持有的股权，如其他股东按照公司法的规定有权优先购买，则参照公司法的规定执行，但行使优先购买权的其他股东应在投资人发出转股通知后四十五（45）日内向投资人确认行使优先购买权并完成优先购买程序（包括但不限于向投资人支付股权转让价款），否则视为该其他股东放弃行使优先购买权，投资人有权就被放弃行使优先购买权的股权向第三方进行自由转让。

尽管有前述规定，未经裘霖宛事先同意，投资人不得转让公司股权给竞争对手（指其自身或其控制企业拥有任意与公司集团研发、生产或经营的药品相同靶点在研或已上市产品的主体），且该转让不得对目标公司上市造成实质性障碍。

5.4 随售权

(a) 随售权

受制于第 5.1 条的规定，如果公司方拟将其持有的公司股权向公司方以外的任何人（“受让人”）进行转让（包括间接转让），则每一其他股东（为免疑义，在非出售事件的情形下，不包括任何公司方）根据本第 5.4 条对该转让享有随售权。

在本第 5 条中，“转让股东”指任何公司方；“出售股权”指转让股东拟转让的公司任何股权（包括间接转让比例对应的拟转让公司股权）；每一“随售权人”指公司方以外的每一其他股东。

如果转让股东收到收购其出售股权的善意要约而转让股东拟接受该要约（“拟议转让”），转让股东应向每一随售权人发出书面通知（“随售权通知”），该通知应列明：(i) 转让股东的姓名或名称；(ii) 受让人的姓名或名称和地址；(iii) 出售股权的数额；(iv) 拟议转让的对价（“出售价格”）的金额和形式；和(v) 拟议转让的其他条款和条件。

在转让股东发出随售权通知后，每一随售权人有权（“随售权”）要求受让人以拟给予转让股东相同的单价、条款和条件向该随售权人购买一定数额的股权，该数额的最高值等于：出售股权的数额 $\times$ （于转让通知日，该随售权人持有的公司股权总额/所有行使随售权的随售权人和转让股东持有的公司股权总额之和）。

(b) 跟随出售通知

自随售权通知送达之日起二十（20）个工作日内，如果任何随售权人选择行使随售权，其应向转让股东交付其选择行使随售权的书面通知，注明其选择行使随售权所涉及的公司股权的数额。该通知是不可撤销的，并对该随售权人有约束力。

(c) 完成

如果任何随售权人已行使随售权而受让人未向该随售权人购买相关股权，则转让股东不应进行拟议转让。

转让股东应确保，投资人（如其行使随售权）届时需向受让人作出的陈述和保证应仅限于：(i) 与第 14 条的内容实质相同的陈述和保证，以及(ii) 合法持有该等股权且该等股权不受任何权利负担的限制；否则，转让股东不应进行拟议转让。

5.5 优先认购权

(a) 优先认购权

公司不得向任何人（“拟议认购人”）发行任何股权类证券，除非公司已根据本第 5.5 条的规定在此之前向公司的每一股东提出要约，该要约使公司的每一股东（此时称“优先认购权人”）有权按该次发行之前其在公司中的认缴出资比例以同等条件和单价以现金方式认购该等股权类证券（“优先认购权”）。

(b) 拟议发行通知

在拟议的股权类证券发行（“拟议发行”）前至少二十（20）个工作日（或各方同意的更短时间），公司应当向每一优先认购权人交付关于拟议发行的书面通知（“拟议发行通知”），该通知应列明：(i) 此次发行股权类证券的数额、类型及条款；(ii) 拟议发行实施后公司将获得的对价；和(iii) 拟议认购人的姓名或名称和地址。

(c) 优先认购权的行使

在拟议发行通知交付后的二十（20）个工作日（“优先认购权行使期间”）内，如任何优先认购权人选择行使优先认购权，该优先认购权人应向公司提交书面通知（“优先认购权行使通知”），该通知应列明该优先认购权人拟认购的股权类证券的数额和类型。如任何优先认购权人未在优先认购权行使期间内提交优先认购权行使通知即被视为其已放弃当次行使优先认购权。

在优先认购权行使期间到期后，对于因部分优先认购权人放弃或未能完全行使其优先认购权而尚未认购的股权类证券（“剩余股权类证券”），公司应立即向其他完全行使其优先认购权的优先认购权人（“超额认购权人”）发出按各超额认缴人届时在公司所持股权比例的相对持股比例认缴剩余股权类证券的要约书，

超额认缴权人应在接到该新要约书后的五（5）个工作日内向公司通知其是否行使其超额认购权。如果某一超额认购权人在该五（5）个工作日内未发出承诺通知，应视为该超额认缴权人放弃行使其超额认缴权。

(d) 向拟议认购人的发行

公司自优先认购权行使期间届满后应在六十（60）个工作日内根据拟议发行通知中规定的条款和条件向拟议认购人完成发行优先认购权人和超额认购权人未认购的股权类证券，前提是，作为该发行完成的前提条件之一，拟议认购人应当作为一方加入本协议并受本协议的约束。

如果公司未在该六十（60）个工作日期限内完成发行，则未经重新执行第 5.5(b)条和第 5.5(c)条的要求，公司不得进行拟议发行。

(e) 反稀释保护

如果拟议发行的价格低于公司每股价格（或届时适用的公司每股调整价格，如适用），则该等受影响的投资人有权（“反摊薄权”）以书面通知公司和每一其他股东的方式，要求公司采取任何反摊薄措施，在经济效果上使公司每股价格（或届时适用的公司每股调整价格，如适用）被调整为等于公司每股调整价格（或者经进一步调整的公司每股调整价格，如适用）。每一股东应当，并且应当促使其提名的董事（如有），在公司股东大会会议和/或董事会会议上表决赞成批准上述措施的决议（如需要）。

(i)“反摊薄措施”指：(w) 公司允许相关投资人以当时适用的中国法律允许的最低价格认缴公司新增的注册资本；(x) 公司向相关投资人进行现金补偿或特别分红；(y) 任何一致行动人无偿向相关投资人转让公司的股权；或者(z) 采取中国法律允许的其他措施以增加相关投资人在公司的出资额（或在公司变更为股份有限公司后，持有的公司股份）。在每一情况下，公司方应确保在相关投资人将其要求的反摊薄措施书面通知公司和每一其他股东之日起三十（30）个工作日内，该等反摊薄措施实施完成。如果相关投资人因反摊薄措施的实施需要缴纳或支付任何税赋或费用，公司方应当连带地负责承担该等税赋或费用。

(ii) “公司每股价格”指任一投资人取得公司的每一股普通股所支付的价格。如果任一投资人认购及/或购买了 Crossover 轮增资、Pre-A 轮增资、A 轮增资、B 轮增资、B+轮增资、B++轮增资其中的两次或以上公司增加的注册资本或股东转让的注册资本，公司每股价格应按照 Crossover 轮增资、Pre-A 轮增资、A 轮增资、B 轮增资、B+轮增资、B++轮增资相应的认购/购买价格分别计算。南京人才创投的公司每股价格，应按南京同人博达股权转让相应的股权转让价格计算。

(iii) “公司每股调整价格”指按下述公式计算的价格：

$$X! = X \times (O + S) \div (O + T)$$

在该公式中，

$X!$ = 公司每股调整价格（或经进一步调整的公司每股调整价格，如适用）

X = 各投资人各自适用的公司每股价格（或届时适用的公司每股调整价格，如适用）

O = 公司在紧邻该次发行前的注册资本的金额

S = 假设按照各投资人各自适用的公司每股价格（即 X ）所计算的公司在该次发行中可新增的注册资本的金额（即公司在该次发行中收到的所有对价除以 X 所得出的值）

T = 公司在该次发行中新增的注册资本的金额。

(iv) 如果由于任何原因而使本条款无法执行，则各方应迅速相互协商并采取必要措施，以维持相关投资人基于本条款所应获得的经济利益。

(f) 例外情形

为本第 5.5 条的目的，拟议发行不包括：(i) 公司根据股权激励计划发行的股权类证券；(ii) 公司因已发行的股权类证券被转换、行使或置换而新增的注册资本（或在公司变更为股份有限公司后，发行的股份）；(iii) 公司在合格首次公开发行时发行的股份；以及(iv) 投资人根据反摊薄措施认购的公司新增的注册资本（或在公司变更为股份有限公司后，公司发行的股份）。

(g) 完成

如果任何**优先认购权人**选择行使**优先认购权**，该**优先认购权人**与公司应在**优先认购权行使通知**发出日后二十（20）个工作日内就该**优先认购权人**认购相关**股权类证券**订立协议。在拟议发行已经公司股东大会按照本协议的规定适当批准的前提下，公司和每一股东应按该**优先认购权人**的要求立即签署并采取为完成该等认购所必需的所有文件和行动，包括但不限于，对本协议和公司章程进行修订以反映该等认购，在公司股东大会会议上表决赞成前述对**公司章程**的修订，向**政府机构**办理相关**股权**登记到该**优先认购权人**名下所需的各项手续。

5.6 赎回权

(a) 如果(i) 公司在 2024 年 3 月 1 日前没有完成合格首次公开发行；或者(ii) 公司方重大违反交易文件或适用法律的规定，并产生重大不利影响；或者(iii) 公司方之外的任何其他股东根据其与公司方之间的协议或者适用法律的规定有权要求并且实际提出要求任何公司方赎回或购买其持有的公司任何**股权**；或者(iv) 任何公司方出现重大个人诚信问题损害公司利益，包括但不限于公司出现**赎回权人**不知情的大额账外现金销售收入等情形；或者(v) 公司的核心资产(包括**知识产权**、土地、房产或设备等)因行使抵押权被拍卖等原因导致所有权不再由公司持有或者存在此种潜在风险，并且在合理时间内(不超过三个月)未能采取有效措施解决由此给公司造成重大影响；或者(vi) 一致行动人如因婚姻、继承原因导致公司的**股权**发生动荡导致控股股东发生变化，从而对公司合格首次公开发行或并购造成障碍或潜在障碍的；或者(vii) 其它根据一般常识性的、合理的以及理性的判断，因**赎回权人**受到不平等、不公正的对待等原因，继续持有公司**股权**将给**赎回权人**造成重大损失或无法实现投资预期的情况（(i)、(ii)、(iii)、(iv)、(v)、(vi)和(vii)中的任一项此时均称为“**赎回事件**”，但上述第(ii)、(iv)、(v)和(vii)项**赎回事件**必须会对合格首次公开发行产生实质性影响时，**赎回权人**才能启动赎回程序），**B**轮投资人、**B+**轮投资人、**B++**轮投资人、**Crossover**轮投资人（合称“**赎回权人**”）有权随时要求任何**创始股东**（合称“**赎回义务人**”）赎回或购买，且被如此要求的**赎回义务人**有义务按下述价格赎回或购买，**赎回权人**届时持有的全部或部分公司**股权**（下称“**赎回股权**”）（**赎回权人**的前述权利下称“**赎回权**”），**赎回权人**在公司注册资本当中持有的每 1 元出资额的赎回或购买价格应等于以下二者孰高（“**赎回价款**”）：(i) 公司每股价格，加上每年 6.5%的单利计算得出自出资额或购买价款支付之日起至**赎回价款**支付完毕之日期间的回报，再加上公司就**赎回权人**在公司注册资本当中持有的每 1 元出资额截至**赎回价款**支付完毕之日已经宣布但未支付的利润分配；(ii) 公司届时经审计的净资产分摊至

每 1 元注册资本对应的价格。为免疑义，就经纬而言，本协议项下经纬的出资额或购买价款支付时间应以 B++轮增资中 Matrix Partners China VI Hong Kong Limited 向公司支付 B++轮增资款的时间为准。

除发生上述情形之一，投资人不得行使赎回权。

(b) 当发生任何赎回事件时，赎回权人有权于其后的任何时间不时以书面通知创始股东的方式行使赎回权。

(c) 在赎回权人行使赎回权的情况下，每一创始股东对于向赎回权人支付赎回价款应就自己所占的股比承担相应责任，且每一创始股东应当对其他无法或拒绝履行赎回义务的创始股东承担连带责任。并且，每一创始股东应按赎回权人的要求立即签署并采取一切必要的文件和行动以确保尽快完成本第 5.6 条拟定的交易。

(d) 每一创始股东应确保，在赎回权人发出行使赎回权的书面通知后六（6）个月内，赎回权人收到全额赎回价款。如果未能按期全额支付，则从该六（6）个月期间届满到赎回价款已全额支付为止的期间内，赎回权人有权要求赎回义务人为了使其有足够现金全额支付赎回价款而采取一切必要行动。

(e) 若不同轮次的赎回权人要求行使赎回权且赎回义务人不能同时足额支付赎回权人的赎回价款，则赎回义务人应首先赎回 Crossover 轮投资人的赎回股权，并向其足额支付相应的赎回价款，如果赎回义务人的资金不足以一次性支付各 Crossover 轮投资人的全部赎回价款的，该等资金应按照各 Crossover 轮投资人应获得赎回价款的相对比例进行分配；当赎回义务人向 Crossover 轮投资人足额支付相应的赎回价款之后，赎回义务人方可赎回 B++轮投资人的赎回股权，并向其足额支付相应的赎回价款，如果赎回义务人的资金不足以一次性支付各 B++轮投资人的全部赎回价款的，该等资金应按照各 B++轮投资人应获得赎回价款的相对比例进行分配；当赎回义务人向 B++轮投资人足额支付相应的赎回价款之后，赎回义务人方可赎回 B+轮投资人的赎回股权，并向其足额支付相应的赎回价款，如果赎回义务人的资金不足以一次性支付 B+轮投资人的全部赎回价款的，该等资金应按照 B+轮投资人应获得赎回价款的相对比例进行分配；当赎回义务人向 B+轮投资人足额支付相应的赎回价款之后，赎回义务人方可赎回 B 轮投资人的赎回股权，并向其足额支付相应的赎回价款，如果赎回义务人的资金不足以

一次性支付各 **B 轮** 投资人的全部**赎回价款**的，该等资金应按照各 **B 轮** 投资人应获得**赎回价款**的相对比例进行分配。

(f) 只有在**创始股东**已向**赎回权人**全额支付**赎回价款**后，**赎回权人**才有义务向其行使**赎回权**的书面通知中注明的**创始股东**转让其要求被**赎回**或**购买**的**公司**股权。从行使**赎回权**起，到**赎回价款**全额支付日为止的该段期间，**赎回权人**继续享有其未被**赎回**或**购买**的部分要求被**赎回**或**购买**的**公司**股权的相应一切权利。

(g) 在**赎回权人**依据本协议向**创始股东**出售**公司**股权的交易中，**赎回权人**届时需作出的陈述和保证应仅限于合法持有该等股权且该等股权不受任何**权利**负担的限制。

(h) 在**公司**发生低于**公司**每股价格（或届时适用的**公司**每股调整价格，如适用）的任何拟议发行的情况下，在**投资人**按第 5.5(e)条的规定就该拟议发行要求的**反摊薄措施**被实施完毕下一刻，为本第 5.6 条的目的，**公司**每股价格（或届时适用的**公司**每股调整价格，如适用）应被自动调整为按照第 5.5(e)条的规定调整的**公司**每股调整价格（或进一步调整的**公司**每股调整价格，如适用）。

(i) 尽管有以上约定，**赎回权人**及全体现有**股东**在此确认，**创始股东**根据本第 5.6 条履行**赎回**或**购买**义务时，所承担的**赎回价款**最高数额以**创始股东**所直接和间接持有的**公司**所有股权的价值为限，但依据本协议第 5.6(a)条中第(ii) 或(iv)项下的**赎回事件**触发**赎回权**时，**赎回价款**不受前述限制。

本 5.6 条项下**创始股东**所承担的**赎回**义务应于**公司**正式向中国证券监督管理委员会国际部提交境外公开募集股份及上市申请之日或向香港联合交易所有限公司递交上市申请表格（A1 表格）之日（以孰早为准）（前述申请称为“**H 股**上市申请”）自动终止。但如果出现以下任一情形（以孰早为准）：（1）**公司**主动撤回**H 股**上市申请，（2）**H 股**上市申请被否决、撤回、发回、失效或终止，或者（3）**公司**在 2024 年 3 月 1 日前没有完成合格首次公开发行，则**创始股东**在本 5.6 条项下所承担的**赎回**义务自动恢复。但**投资人**在**创始股东****赎回**义务根据前述约定自动恢复后行使**赎回权**时，如果**公司**聘请的上市保荐机构及上市律师出具意见认为届时**公司**依然符合**H 股**上市标准且合理预计能够在六（6）个月内再次提交**H 股**上市申请的，**投资人**在该等六（6）个月期间内行使**赎回权**的，应当尽可能选择不会导致**公司**控制权变化且不会影响**公司**持续经营能力的方式执行。

5.7 领售权

在 **Crossover** 轮增资的交割日后如果发生任何**出售事件**，且**公司董事会**（包括**全体投资方董事**同意）批准该等**出售事件**，则公司全体股东应赞成并尽力促成该**出售事件**交易，并同意按照相同的条款和条件出售或转让其持有的全部或部分公司股权，或支持公司集团出售其全部或实质性全部的资产或业务，包括但不限于在公司集团股东大会和/或董事会上投赞成票通过出售公司股权/资产的决议、签署相关股权/资产转让合同、办理相关工商变更手续等。如有任何股东不同意该整体出售的（以下称“**反对股东**”），则其他股东有权要求**反对股东**按照**出售事件**相同的条款和条件购买该等其他股东拟出售的股权。

当出现本条约定的情况且**出售事件**完成，受限于本协议第 17 条的约定，本协议中所有公司方及创始股东的承诺及保证义务针对在出售事件中完全退出的投资人全部终止。

5.8 融资排他性

公司方承诺在目标公司在合格首次公开发行前不接受除 **B+**轮投资人以外的医药企业参与对目标公司的直接股权投资（医药企业通过 PE 或 VC 基金的投资除外），除非事先获得 **B+**轮投资人书面同意。

第6条 股东大会

6.1 股东大会职权

公司设股东大会，股东大会由公司的全体股东组成，是公司的最高权力机构。公司股东大会行使下列职权：

- (a) 决定公司的经营方针和投资计划；
- (b) 选举和更换公司的董事、监事，决定有关董事、监事的报酬事项；
- (c) 审议批准公司董事会的报告；

- (d) 审议批准公司监事的报告；
- (e) 审议批准公司的年度财务预算方案、决算方案；
- (f) 审议批准公司的利润分配方案和弥补亏损方案；
- (g) 对公司增加或者减少注册资本作出决议；
- (h) 对发行公司债券作出决议；
- (i) 对公司合并、分立、重组、解散、清算或者变更公司形式作出决议；
- (j) 修改公司的章程或股东协议；
- (k) 决议公司下属控股公司需要由股东大会决议的事项；以及
- (l) 中国法律或本协议授予的其他职权。

6.2 表决机制

公司股东大会会议由各股东按照持股比例行使表决权。除非法律或本协议另行规定需要代表三分之二（2/3）以上表决权的股东批准的事项，股东大会决议事项应由代表超过二分之一（1/2）表决权的股东（亲自出席或派代理人出席）表决通过。在目标公司完成合格首次公开发行之前，股东大会批准任何事项均需获得杭州荃毅的同意。

6.3 会议程序

(a) 公司股东大会会议分为定期会议和临时会议，并应当于会议召开十五（15）日前通知全体股东。定期会议每一年召开一次。公司代表十分之一以上表决权的股东、三分之一以上的董事或者监事提议召开临时会议的，应当召开临时会议。

(b) 公司股东大会会议由公司董事会召集，董事长主持；董事长不能履行职务或者不履行职务的，由半数以上董事共同推举一名董事主持。董事会不能履行或者不履行召集股东大会会议职责的，由公司监事召集和主持；监事不召集和主持的，代表十分之一以上表决权的**股东**可以自行召集和主持。

(c) **股东**不能亲自出席股东大会会议的，可以书面委托他人参加，由被委托人依法行使委托书中载明的权利。

(d) 公司股东大会应当对所议事项的决定作出会议记录，出席会议的**股东**应当在会议记录上签名。

(e) 对需要由公司股东大会决定的事项，**股东**以书面形式一致表示同意的，可以不召开股东大会会议，直接作出决定，并由全体**股东**在决定文件上签名、盖章（自然人**股东**签名、法人**股东**盖章）。

(f) 本第 6 条对公司股东大会会议的具体程序事项没有规定的，在不与本条冲突的前提下，参照第 7 条公司董事会会议的规定执行。

第7条 董事会

7.1 董事会

(a) 组成

公司董事会由六（6）名董事组成，其中，(i)融健达、健鑫有权联名提名一（1）名董事（“**A 轮董事**”）；(ii) 中美华东有权提名（1）名董事（“**华东董事**”）；(iii) 经纬有权提名（1）名董事（“**经纬董事**”，与 A 轮董事和华东董事合称“**投资人董事**”）；(iv) 杭州荃毅有权提名三（3）名董事。

公司董事会设董事长一（1）人，由股东大会根据第 6.2 条的规定表决通过。

如经纬失去向公司委派董事的权利，则经纬有权委派（包括更换）一名代表作为董事会观察员参加公司召开的董事会会议（但不享有表决权），在此情况下经纬的董事会观察员委派权至其不再持有公司股份时止。

勤智资本有权委派（包括更换）一名代表作为董事会观察员参加公司召开的董事会会议（但不享有表决权），勤智资本的董事会观察员委派权至其不再持有公司股份时止。

(b) 任期、撤职和更换

(i) 公司董事每届任期三（3）年，经提名方继续提名可以连任。若法律要求，公司应当将关于股东提名的董事变动的通知向政府机构备案。

(ii) 在董事任期届满前，每一提名方均有权随时撤换其提名的董事。如提名方提名的董事由于违反法律被起诉或接受调查，或由于健康状况或法律地位的不利变化而导致无法履行其职责，该董事的提名方应立即确保该董事辞职或被免去董事职务。

(iii) 如有董事被免职、丧失工作能力、死亡、辞职或由于其他原因不再担任董事，该董事的提名方应提名一名新董事在前任董事余下任期内担任董事。继任或者接替的董事应在原董事辞职或者被免职当日或者之后实际可行时尽快地获得提名。

(iv) 投资人和每一其他股东特此同意在公司股东大会会议上投票赞成提名方根据本协议对董事的提名或撤换。

(c) 补偿

公司将为公司董事购买董事责任保险，以补偿公司董事因行使职权而发生的全部责任，补偿范围依具体保险条款而定。

7.2 董事会会议

(a) 会议频率

公司董事会会议频率应视有效率地经营业务的需要而定，但最少每半年需召开一次董事会会议。

(b) 提案及会议通知

每名公司董事均有提出议案的权利。召开董事会会议，必须至少提前七（7）日向全体董事发出通知；但是如果全体董事一致书面同意，也可以缩短上述开会通知期。

(c) 法定人数

公司董事会会议的法定人数为半数以上董事，但必须包括全体投资人董事。尽管有上述规定，如果在董事会原定开会时间过后一小时内没有达到法定人数，则该次董事会会议应自动延至之后第五（5）个工作日在相同的时间和地点召开。如果在第五（5）个工作日也未达到所需的法定人数，则出席的董事即构成召开该次董事会会议的法定人数。

(d) 表决

在公司董事会会议上，每名董事均有一票表决权。董事可经书面通知公司而授权一名代表代其出席董事会会议并在会上表决。除有关法律规定的以外，董事会决议应在正式召开的董事会会议上经出席董事以简单多数的方式予以通过。

(e) 通过电话或视频会议参加会议

公司董事可通过电话或视频会议参加董事会会议，就第 7.2(c)条关于法定人数条款的目的而言，以此方式参加董事会会议构成出席会议。

(f) 开支

各公司董事和观察员因履行公司的职务而发生的合理费用，包括差旅费、住宿费及相关开支，均由公司承担，具体规则由董事会确定。

(g) 书面同意下采取行动

公司董事经会议可采取的行动，也可经全体董事签署书面决议而采取。

(h) 董事会职权

公司董事会是公司的主要决策机构，对公司的管理负有主要责任。本协议规定的公司股东大会的权限以外的关于公司的重大决定均应由董事会作出。

董事会对公司股东大会负责，行使下列职权：

- (i) 召集股东大会会议，并向股东大会报告工作；
- (ii) 执行股东大会的决议；
- (iii) 决定公司的经营计划和投资方案；
- (iv) 制订公司的年度财务预算方案、决算方案；
- (v) 制订公司的利润分配方案和弥补亏损方案；
- (vi) 制订公司增加或者减少注册资本以及发行公司债券的方案；
- (vii) 制订公司合并、分立、解散、清算或者变更公司形式的方案；
- (viii) 决定公司内部管理机构的设置；
- (ix) 决定聘任或者解聘公司总经理，并根据总经理的提名决定聘任或者解聘公司的其他高级管理人员及其报酬事项；
- (x) 制定公司的基本管理制度；
- (xi) 通过公司任何经审计的账目，包括对会计参照日、财务年度或会计政策的任何变更；
- (xii) 决定由公司出售或处置价值超过 5,000,000 元的单项资产；

(xiii) 决定由公司收购或处置任何业务或其任何重大部分；

(xiv) 决定公司的关联交易；

(xv) 决定由公司设定或提供任何保证，或在公司任何资产上设定抵押、担保权利、标准担保或其他权利负担；

(xvi) 决定金额超过 10,000,000 元的借入贷款或者其他第三方融资行为，及其修订、修改或展期；

(xvii) 决定公司任何子公司、分支机构、联络处或代表处的设立；

(xviii) 决定由公司提起、妥协或和解涉及经济金额超过 5,000,000 元的任何法律程序或仲裁、行政或监管程序（但不包括在正常业务经营过程中为收回债权而提起的诉讼）；

(xix) 制定公司的股权激励计划及实施方案；

(xx) 本协议规定的公司股东大会的权限以外的关于公司的重大决定；

(xxi) 授权公司总经理或其他高级管理人员决定本第 7.2(h) 条规定的任何事项；

(xxii) 决议公司下属控股公司需要由董事会决议的事项；以及

(xxiii) 中国法律和本协议规定的其他职权。

尽管有前述约定，对公司集团以下事项的决议，除非经过董事会批准（其中必须包括过半数投资人董事的同意），公司与任何其他公司集团不得从事或进行下列任何事项：

(i) 终止公司和/或其子公司、分支机构的业务或改变其现有重要业务；

(ii) 出售或处理公司和/或其子公司的全部或大部分商誉或资产；

(iii)增加、减少、取消公司和/或其子公司的任何授权股本、已发行的股份/股权或注册资本，或发行、分派、购买或赎回任何股份/股权或可转换证券，或认股凭证、或发行期权等任何可能导致将来发行新股或造成投资人在公司的股权被摊薄的行为；

(iv)向股东分配股息、公积金资本化等；

(v)聘任或解聘总经理、董事长、首席执行官（CEO）；

(vi)公司和/或子公司发生任何借款（但在正常经营过程中从银行或其他金融机构中借入或得到任何贸易融资的资金除外）；

(vii) 出售、转让、许可使用、质押或以其他方式处置公司和/或子公司的任何商标、专利、著作权或其他知识产权；

(viii) 与公司和/或任何子公司有关的合并、出售事件、上市；

(ix)批准、调整或修改涉及公司和/或子公司关联交易的条款，包括但不限于直接或间接向公司或子公司的任何董事或股东提供贷款、提供担保、或为后者的债务承担补偿或保证责任；

(x) 收购其他公司的股权、股份或股票或其他证券，或建立其他品牌；

(xi)处置或摊薄公司在其子公司的直接或间接的权益，或利用公司集团资源孵化任何独立新项目或将公司集团任何业务部门剥离成立独立新公司；

(xii) 通过决议批准对公司或其子公司进行清算、进入特别安排计划或重组；及

(xiii) 修改投资人的权利、优先权或设置限制。

未经董事会批准，公司的任何股东或员工不得采取行动而企图使公司对需由董事会决策的事项承担义务。每一股东应促使其提名的董事（如有）在未经董事会批准时不采取需董事会批准的行动，也不会授权公司的任何员工在未经董事会批准时采取需董事会批准的行动。

第8条 监事

8.1 组成

公司设监事会，由三（3）名监事组成，其中一（1）名为职工监事，另（2）名监事由公司股东大会选举产生，其中洪泰投资有权提名一（1）名监事。

8.2 期限

公司监事每届任期为三（3）年，监事任期届满，可连选连任。监事任期届满未及时改选，在改选出的监事就任前，原监事仍应当依照法律和公司章程的规定，履行监事的职务。

8.3 权责

公司监事会应具有法律规定的权利和职责。

8.4 决议

公司监事会决议应以书面形式作出。

8.5 费用

公司监事会行使职责时合理发生的费用应由公司承担。

第9条 公司管理机构

9.1 管理机构

公司的管理机构由高级管理人员组成。

公司董事会有权依本协议任免公司的高级管理人员，决定其权责、薪酬并对其进行考核。

9.2 总经理的职责

以遵从公司董事会的决定和授权为前提，除本协议、公司章程及公司董事会赋予的职责外，公司总经理应负责公司的日常经营中的所有其他事项。

公司总经理应行使本协议、公司章程或者公司董事会赋予的权责。

9.3 其他高级管理人员的职责

以遵从公司董事会的决定和授权为前提，公司总经理以外的其他高级管理人员应协助总经理工作。

第10条 财务、会计和审计制度

10.1 制度

公司的财务会计制度应由公司董事会根据公司首席执行官的建议并根据有关中国法律的规定，结合公司的具体情况，基于与中国会计准则一致的方法和原则制定、通过。公司的财务会计制度经公司董事会批准后实施。如果法律有规定，公司的财务会计制度以及相关的变更应报有关中国政府机构备案。

10.2 会计年度

公司的会计年度每年自1月1日起至12月31日止；但是，公司的最后一个会计年度在公司解散之日结束。

10.3 记录

公司的一切会计凭证、收据、报表和账册应保存在公司的住所。

10.4 货币

公司应采用人民币为记账本位币。

10.5 银行账户

公司应在公司董事会决定的银行以自己的名义开立和维持银行账户。

10.6 报表

公司的财务报表应以中文编制，且应真实、完整、公允地反映截至该报表日公司的财务状况以及公司在该报表所包含的会计期间的经营成果。

10.7 信息权

投资人有权（“信息权”）就每一公司集团成员获得：

(a) 在每个会计年度结束后九十（90）日内，经**独立审计师**审计的按照**中国会计准则**编制的合并年度财务报表；

(b) 在每个会计季度结束后三十（30）日内，未经审计的按照**中国会计准则**编制的合并季度财务报表；

(c) 在每个会计半年度结束后四十五（45）日内，**公司集团**的经营报告；

(d) 在不晚于每个会计年度开始前九十（90）日，下一年度的**合并年度预算**及经营计划；

(e) 投资人合理要求的其他业务和财务信息（以上(a)项至(c)项合称“**财务和业务信息**”）。

上述(a)至(b)项所述财务报表应包括损益表、资产负债表和现金流量表。

公司应当，并且每一**一致行动人**应确保公司，在上述期限内向**投资人**提供**财务和业务信息**。

10.8 核查权

投资人有权，在不影响**公司集团**正常业务经营的情况下并经提前五（5）个工作日书面通知公司，自行或委派第三方顾问检查、审阅或审计每一**公司集团成**

员的设施、会计和财务记录和账簿，并有权与每一公司集团成员的董事、高级管理人员和专业顾问讨论其业务、经营和状况（“核査权”）；由此产生的所有费用由投资人承担。

投资人及其委托的第三方顾问应对其知悉的公司集团及其各方股东的相关信息资料予以保密。

10.9 税赋

公司应按照有关中国法律缴纳和/或扣缴税赋，并且呈交所有报税文件。

第11条 利润分配

11.1 提取公积金

公司应当根据法律的规定提取法定公积金，并可以根据公司股东大会的决定提取任意公积金。

11.2 弥补亏损和利润分配

公司在以前会计年度的亏损未得到弥补前不得分配利润。以前会计年度未分配的利润，可并入本会计年度利润进行分配。

公司股东大会确定分配利润的，按照股东各自的实缴出资比例进行分配。公司有权根据中国法律的规定就利润分配代扣代缴中国税赋。

第12条 员工和工会

12.1 遵守法律

公司的员工的招聘、调动、辞退、辞职、工资、福利、劳动保险、劳动保护和劳动纪律等事宜，应按照有关中国法律办理。

12.2 福利

公司的员工（高级管理人员除外）的福利、奖金、考核、劳动保护和劳动保险等事宜，应根据公司的具体情况并参照有关中国法律的规定，由公司首席执行官确定，并在公司与该等员工之间的劳动合同和/或公司的各项规章中予以规定。

12.3 工会参与权

如果中国法律要求，公司的员工有权按照有关中国法律的规定，建立工会组织，进行工会活动。

12.4 工会经费

如果中国法律要求，公司应拨交工会经费，金额由公司董事会根据中国法律的规定确定，以供工会按照中国关于工会经费管理的有关办法使用。

第13条 期限、解散和清算

13.1 经营期限

公司的经营期限为长期，自公司设立之日起计算。

13.2 解散

(a) 解散事件

如果发生任何以下情况或事件，经以下规定的一方提出动议后，可解散公司：

(i) 如果公司股东大会批准解散公司，则经公司的任何股东提出动议即可；或

(ii) 如果发生法律规定的公司解散事由，则经公司的任何股东根据法律规定提出动议即可。

(b) 解散动议

如果**股东**按照第 13.2(a)条或本协议其他条款赋予的权利提出解散公司的动议，**公司董事会**应立即召集**公司**股东大会，**公司**的全体**股东**应投票赞成解散公司的决议。解散并不影响一方在解散前按照本协议已经产生的对其他各方所应承担的违约责任和义务。

13.3 清算

如**公司**根据交易文件或依据法律解散，**公司董事会**应根据中国届时有关法律、本协议和**公司章程**的规定，立即采取措施解散**公司**，清算**公司**的资产。

13.4 清算委员会

公司董事会应制订清算程序和原则，根据有关法律发布清算公告，向**公司**的债权人发出清算通知书，并设立清算委员会（“**清算委员会**”）。清算委员会的规模和构成应与清算开始时**公司董事会**的规模和构成保持一致。

13.5 清算委员会工作

清算委员会的工作是全面清查**公司**的财产、债权、债务，编制资产负债表和资产清单，提出评估**公司**的依据，制订清算方案，该等工作均应在**公司董事会**批准后进行。清算方案应根据法律的规定提交政府机构备案。清算期间，清算委员会应代表**公司**处理法律诉讼。

13.6 所得收益的分配

如果目标**公司**根据第 13.3 条清算的，清算委员会应根据适用法律规定的优先顺序以目标**公司**的资产支付清算费用和偿还**公司**的债务（包括有关员工及税务责任），并将剩余资产（“可分配清算财产”）在**公司**的股东之间按实缴注册资本比例进行分配。

如**公司**集团发生出售事件中的“（A）任何兼并、收购、改变控制权、合并等导致**公司**集团多数表决权发生转移的交易行为”时，各方届时应采取一切必要配合确保该等交易的对价按照第 13.6 条第一段约定的可分配清算财产的分配方案或届时各方认可的其他分配方案（如涉及）直接向**公司**各股东（而非向**公司**）

支付。各方明确，公司在 13.6 条第二段（即本段）项下的义务已被彻底、不可恢复的终止。

如**公司集团**发生**出售事件**中的“（B）**公司集团**的所有或实质所有资产被出售、出租、转让或独家许可的情况；或（C）**公司集团**全部**知识产权**或实质上全部**知识产权**被排他性许可或出售给第三方”时，对于**公司集团**或其**股东**因**出售事件**获得的全部对价，应按照第 13.6 条第一段约定的可分配清算财产的分配方案进行分配。

为免疑义，如**目标公司**发生**出售事件**且该等**出售事件**对应的**目标公司**估值低于人民币 40 亿元时，则该等**出售事件**应经过**经纬**的事先书面同意。

13.7 完成清算

公司完成清算后，**清算委员会**应立即在公司股东大会会议上将清算报告呈交股东大会，由股东大会作出批准并根据**法律**的规定提交**政府机构**备案。其后，**清算委员会**应在公司的工商登记管理部门办理缴销公司的《营业执照》、注销公司登记的各项手续，同时对外公告。

第14条 陈述和保证

14.1 陈述和保证

每一方特此向其他各方作出如下陈述和保证，截至**本协议**签署日：

(a) 该方具有充分的（对于自然人而言）权利能力和行为能力或者（对于实体而言）权力和授权来签署和履行**本协议**；

(b) 该方签署和履行**本协议**不违反**法律**或对其有法律约束力的合同或文件；

(c) 若其他各方已正式授权、签署和交付**本协议**，则**本协议**对该方构成合法、有效且有法律约束力的义务，可根据其条款对该方强制执行，除非该等强制执行受到适用的破产、清算、重整或类似**法律**的限制；

(d) 该方签署和履行本协议无需获得任何批准或第三方同意；以及

(e) 不存在任何影响该方签署或履行本协议的任何诉讼或其他争议。

第15条 承诺

15.1 任职承诺和不竞争

创始股东裘霁宛特此向投资人承诺，至少在直至公司完成合格首次公开发行后一（1）年内，为公司集团全职工作和服务，并且除非洪泰投资、中美华东、经纬和勤智资本事先书面同意：

(a) 自交割日起，直至其在公司集团中直接或间接持股比例低于 5%且对公司集团失去控制权之日起的两（2）年内或不再在任何公司集团成员担任任何职务（包括但不限于，董事、高级管理人员、员工、顾问或其他职务）之日起两（2）年期限届满之日（以孰晚为准，下称“受限期间”），该创始股东应将公司集团作为经营主营业务的唯一平台，任何与主营业务相关的业务、收购等均应通过公司集团进行；

(b) 在受限期间内，该创始股东不得以董事、高级管理人员、员工、合伙人、股东、顾问或其他身份，直接或间接地（包括但不限于，通过其关联方）设立、投资于或参与与任何公司集团成员的业务存在直接或间接的竞争关系的实体（每一家称“竞争者”，指其自身或其控制企业拥有任意与公司集团研发、生产或经营的药品相同靶点的在研或已上市产品的主体），在竞争者中拥有股权，管理、经营、加入或控制竞争者，借款给竞争者，向竞争者（或相关联的人）提供财务或其他协助或服务；但是本条款不限制该创始股东拥有公开上市交易的竞争者发行在外股本总额不超过百分之二（2%）；以及

(c) 在受限期间内，该创始股东不得直接或间接地劝诱任何公司集团成员的任何员工离职。

尽管有前述约定，各方在此同意，创始股东裘霁宛可以以财务投资人和非执行董事身份在公司集团之外对竞争者以外的主体进行生物医药领域的投资，前提

是**创始股东裘霁宛**：（1）针对**投资人**的合理要求，在该等投资发生前向**投资人**如实披露相关信息（包括但不限于投资形式/权益结构/主营业务等）；（2）不直接或间接（自身或通过其他第三方）成为该等被投主体的实际控制人和/或控股股东或对其实施**控制**；（3）不直接或间接（自身或通过其他第三方）管理、经营该等被投主体，或向其（或相关联的人）提供任何服务；（4）就单次或累计投资金额（所有被投主体合并计算）达到或超过 1,500 万元的每一次财务性投资应事先取得**洪泰投资、中美华东、经纬和勤智资本**的书面同意。

15.2 通知投资人

自**交割**日起，如果任何事件（单独或与其他事件共同）已经或经合理预计将要导致**公司集团**发生重大不利影响，**公司**应当及时将该事件通知**投资人**。

15.3 产品优先合作权

在**中美华东**基于 **B+**轮投资协议完成对目标公司增资认购之后，**中美华东**即拥有目标公司及其子公司除 QX001S 产品外，目前在研产品（QX004N、QX002N、QX005N、QX006N、QX007N、QX008N）在大中华区独家权益的“优先合作权”，优先合作权包括但不限于合作开发、产品授权、销售代理等合作方式。在研产品临床一期完成以后，**中美华东**即有权选择（“**选择权**”）与目标公司就大中华区域内的合作（合作开发，产品授权，或销售代理等合作方式）进行谈判，**中美华东**与目标公司应对协议的条款尽最大的努力，在公平、公允原则下，友好坦诚地进行协商，并最终达成产品的合作协议。如有第三方参与的情况下，在同等合作条件下，**中美华东**享有优先权，**中美华东**在收到合作方案的 30 个工作日内有权决定是否行使优先权。

第16条 保密

16.1 一般义务

每一方向其他各方承诺，未经有关一方（视情况而定）事先书面同意，不会向任何第三方披露**保密信息**，也不会以对有关一方（视情况而定）不利的方式使用**保密信息**，且每一方还应促使其各自的董事、股权持有人、现有或未来的合伙人、股东、顾问和银行人士、高级职员、员工、代理、咨询人员、专业顾问和关

关联方，以及其每个关联方各自的董事、股权持有人、现有或未来的合伙人、股东、顾问和银行人士、高级职员、员工、代理、咨询人员、专业顾问（统称“代表”）也遵守上述规定。本协议所称的“保密信息”是指(i) 关于公司集团或其他一方的组织、业务、重大合同、技术、财务、客户、供应商、交易或事务，或其各自的董事、高级职员或员工的信息（无论该信息是在本协议签署日之前、之后或当日以书面、口头或其他方式提供）；(ii) 本协议的条款及其他交易文件的条款和各方及其各自的关联方的身份；以及(iii) 由一方或其代表准备的、且包含或在其他方面反映保密信息或由保密信息产生的信息或材料。

16.2 例外

上述第 16.1 条将不适用于下列情形：

(a) 保密信息已被普遍公开或为公众所知，除非由于一方或其代表违反本协议的原因而披露或导致披露；

(b) 一方将保密信息披露给其代表，前提是该代表(i) 负有类似的保密义务且属于为实现本协议的目的而需要获得保密信息的人，或(ii) 另行受到具约束力的职业保密义务的约束；或

(c) 该方因证券交易规则、法律或关于交易文件或由交易文件引起的诉讼或法律程序的要求而进行的披露，但该方应在情况允许下向其他各方发出通知，并且服从可行的信息保密安排。

16.3 向第三方披露

受限于本协议的约定，任何一方有意将其持有的公司股权转让给某个人与该人展开谈判时，关于任何公司集团成员的信息如属于为了使该人评估该公司集团成员的业务而合理必要的信息，则有关的信息可提供给该人，但是该人应已签署一份与本第 16 条所述的保密义务基本相同的保密协议。

16.4 公告

除法律要求或 **Crossover** 轮投资人和公司一致同意外,任何一方不应公开发表或对外公告各方的关系或与 **Crossover** 轮增资有关的信息。除法律要求或 **B++** 轮投资人和公司一致同意外,任何一方不应公开发表或对外公告各方的关系或与 **B++** 轮增资有关的信息。除法律要求或洪泰投资、**B+**轮投资人和公司一致同意外,任何一方不应公开发表或对外公告各方的关系或与 **B+**轮增资有关的信息。但各方均知晓中美华东作为深交所上市公司下属全资子公司,针对 **B+**轮增资如需履行深交所相关交易信息披露要求,则披露方需在披露前征得公司同意,并将可能带来的损失降到最小。如披露方按照上述要求披露后,其他方对于已披露信息的保密义务终结,亦可向外披露。

第17条 生效及终止

17.1 生效

本协议自各方签署之日起成立并生效。

17.2 终止

如本次股权转让的股权转让协议被终止或解除,则本协议同时终止。

17.3 继续有效

各方在第 16 条(保密)、第 19 条(适用法律与争议解决)以及本第 17.3 条中达成的协议,在本协议期满或终止或者公司解散后继续有效。本第 17.3 条的规定不应被视为免除任何一方在本协议期满或终止或者公司解散之前违反本协议的责任。

17.4 关于公司上市的特别约定

经公司股东大会决议通过,公司可以进行合格首次公开发行计划。该计划一旦实施,各方应尽一切合理努力配合合格首次公开发行,公司方和全体股东承诺尽力争取在 2024 年 3 月 1 日前办理并完成合格首次公开发行并上市。

若为公司合格首次公开发行的目的,公司聘请的专业中介机构根据有关证券监管机构的要求和监管实践合理认为投资人在本协议和公司章程项下的随售权、优先认购权、反摊薄权、董事提名权等与合格首次公开发行申请日适用法律和/或有关证券监管机构对合格首次公开发行条件的要求相冲突,则公司和相关投资人应积极友好协商解决方案。

第18条 通知

18.1 通知

本协议项下发出的通知、要求或其他通讯均应为书面形式,并递送或寄至有关方的下列地址或传真号码(或收件一方提前十(10)日向其他各方发出书面通知说明的其他地址或传真号码)。具体通讯方式详见本协议附件II。

根据本第 18.1 条的规定发出或送达的各份通知、要求或其他通讯,在以下情况下视为已发出或送达:(i) 如果交快递公司递送或交专人递送,在有关通知、要求或通讯送至收件一方的上述地址时视为已送达;以及(ii) 如果经传真发送,则在有关通知、要求或通讯被传输至收件一方的上述传真号码并获得传真成功传送的报告时视为已送达。

第19条 适用法律和争议解决

19.1 适用法律

本协议的订立、效力、解释、履行、修订和终止以及争议的解决均适用中国法律。

19.2 仲裁

(a) 凡因执行本协议所发生的或与本协议有关的一切争议,各方应通过友好协商解决。若任何争议无法在争议发生后十五(15)天内通过协商解决,任何一方有权将该争议提交至北京仲裁委员会,按照该委员会届时有效的仲裁规则在北京进行仲裁。仲裁庭由三(3)名按照仲裁规则指定的仲裁员组成,申请人指定

一（1）名仲裁员，被申请人指定一（1）名仲裁员，第三（3）名仲裁员由前两名仲裁员协商指定或由北京仲裁委员会指定。仲裁语言为中文。

(b) 各方同意为了便利仲裁而采取以下行动：(i) 本着诚信进行合作，加快进行仲裁；(ii) 如果**仲裁庭**确定某些文件、账簿、记录和人员与**争议**有关，而且该等文件、账簿、记录和人员由一方（或其关联方）掌握或控制，则该方应向其他各方提供该等文件、账簿、记录，以供**仲裁庭**审查和摘要；(iii) 尽量使仲裁审理在连续的工作日内进行；(iv) 在**仲裁规则**或**仲裁庭**规定的时间内提交证据和摘要。

(c) 仲裁的费用开支（包括仲裁和**仲裁庭**的费用）应由**仲裁庭**裁决败诉的一方承担，除非仲裁裁决另有规定。

(d) **仲裁庭**作出的裁决应是最终的裁决，并对涉及**争议**的各方均有约束力。

第20条 其他规定

20.1 平等待遇

在 **Crossover** 轮增资完成之前或完成时，除本协议已有约定外，如公司其他股东享有比适用于 **Crossover** 轮投资人和/或 **B++**轮投资人的条款和条件更加优惠的条款和条件（“**更优惠条款**”，为免疑义，该等**更优惠条款**不包括中美华东基于交易文件享有的产品优先合作权），则 **Crossover** 轮投资人和/或 **B++**轮投资人有权享受该等**更优惠条款**并将此种优惠应用于 **Crossover** 轮增资和/或 **B++**轮增资。各方应重新签订相关协议或对本协议进行相应修改或补充，以使 **Crossover** 轮投资人和/或 **B++**轮投资人享受该等**更优惠条款**。

尽管有上述约定，如在 **Crossover** 轮增资完成后，如公司其他股东针对清算和/或清算优先权条款享有比适用于**经纬**的条款和条件更加优惠的条款和条件（“**清算优惠条款**”），则**经纬**有权享受该等**清算优惠条款**并将此种优惠应用于**B++**轮增资。各方应重新签订相关协议或对本协议进行相应修改或补充，以使**经纬**享受该等**清算优惠条款**。

20.2 违约责任

如果任何一方违反本协议中的陈述、保证、义务或承诺，导致**投资人**遭受损失（包括**投资人**持有的目标公司股权价值的减损）、损害、责任、权利请求、诉讼、费用或支出（统称“**损失**”），则应由该方向**投资人**赔偿该等损失。为避免疑义，公司方对其任何一方的违约应承担连带责任。

20.3 实际履行优先

各方同意，在本协议项下的违约责任同时存在以实际履行的方式补救和金钱补偿方式补救的情况下，应尽量采用实际履行的方式加以补救，如实际履行已经没有意义的，方可采用金钱补偿的方式。

20.4 无第三方受益人

本协议的规定不应赋予各方或其经允许的受让人以外的任何人任何权利或利益。

20.5 转让

各方的继承人和经允许的受让人享有本协议项下的利益并受本协议约束。

未经**投资人**事先书面同意，各方均不得转让其在本协议项下的任何权利或义务（按照经公司董事会批准的**股权激励计划**向公司员工发行合伙权益的情况以及按照第 5.1 条或第 5.7 条进行的**转让**除外）。

20.6 修订

对本协议的修订，必须经代表公司全体股东所持表决权的三分之二或以上的股东的同意，并经 **B+**轮投资人、**B++**轮投资人和 **Crossover** 轮投资人同意。经如此修订的本协议对每一方均有约束力。

20.7 弃权

任何一方放弃其在本协议项下的任何权利、权力或补救措施，需该方签署有关书面文件方可生效。任何一方没有行使或延迟行使本协议项下的任何权利、权力或补救措施，不应视为弃权，而任何一次行使或部分行使有关权利、权力或补救措施，也不妨碍进一步行使有关权利、权力或补救措施或行使任何其他权利、权力或补救措施。

在不限制上述规定的情况下，任何一方对任何其他各方违反本协议的任何规定作出豁免，不应视为对日后违反该条规定或本协议的任何其他规定也作出豁免。

20.8 全部协议

本协议（包括其他交易文件及本协议或其他交易文件中提到的其他文件）构成各方就本协议所述事项达成的全部协议，并取代以前各方关于该事项达成的任何意向书、协议或谅解。为免疑义，各方同意，自本协议生效之日起，任何之前公司二（2）个或多个股东先前达成的任何有关本协议项下事项的条款（包括但不限于公司、Crossover 轮投资人及其他相关方于 2022 年 1 月 31 日签署的《江苏荃信生物医药股份有限公司之股东协议》、公司、B++ 轮投资人及其他相关方于 2021 年 4 月 2 日签署的《江苏荃信生物医药有限公司之股东协议》和于 2021 年 7 月 31 日签署的《股东协议之补充协议》）立即终止并由本协议取代。进一步为免疑义，投资人对公司进行投资时与公司及其他相关方签署的相应增资协议（包括但不限于 B++ 轮投资协议、中美华东与公司及其他相关方于 2020 年 8 月 14 日签署的《杭州中美华东制药有限公司之增资协议》）继续有效。

20.9 可分割性

若本协议中的任何一项或多项规定，根据任何适用的法律在任何一方面被裁定为无效、不合法或不可执行，本协议其余条款的有效性、合法性和可执行性并不因此在任何方面受影响或受损害。各方应通过诚意磋商，努力以有效的条款取代那些无效、不合法或不可执行的条款，而该等有效的条款所产生的经济效果应尽可能与那些无效、不合法或不可执行的条款所产生的经济效果相似。本协议针对一方不具有强制执行性不应影响其对其他各方的可强制执行性。

20.10 文本

本协议以中文书写，应签署一式【三十四（34）份】，各方各持一（1）份，签署文本包括以纸质文本、传真和电子方式发送的文本，每一文本均应视为原件，但是所有签署的文件合在一起应被视为一份完整的文件。

20.11 促使义务

除非本协议另有明确规定，如本协议为公司设定某项义务，每一现有股东应当在如下范围内促使公司根据本协议履行该项义务：(i) 行使该现有股东在公司拥有的股东权利；(ii) 在不违反根据适用法律对公司承担的忠实和勤勉义务的范围内，行使该现有股东因担任公司的董事或高级管理人员（如适用）拥有的权力；以及(iii) 促使该现有股东提名的公司董事（如有）在不违反其根据适用法律对公司承担的忠实和勤勉义务的范围内行使其拥有的权力。

对于本协议项下要求一方促使其提名的董事出席某次董事会会议并表决赞成某项决议（或签署某项董事会书面决议）的各种情况，如果任何董事没有如此行事，除非该董事没有如此行事是根据适用法律履行其对公司承担的忠实和勤勉义务所致的，否则该董事的提名一方应立即撤换该董事，并且促使新提名的董事如此行事。

20.12 投资人资金来源

各投资人分别且非连带地在此确认和承诺，其对目标公司进行投资的资金来源合法合规，不存在可能致使目标公司上市产生实质性障碍的各项资金来源问题。如因投资人的资金来源问题对目标公司上市产生实质性障碍，该投资人应根据届时目标公司或上市中介机构的要求采取相应措施、配合消除不利影响。

20.13 本协议优先

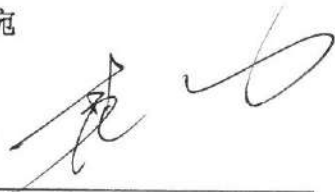
如公司章程与本协议存在冲突，各方之间的关系应以本协议为准。

（本页以下无正文）

鉴于此，各方已于本协议首页所载日期签署本协议。

裘霁宛

签署：



余国安

签署：



江苏荃信生物医药股份有限公司
(公章)

签署：

姓名：裘霁宛

职务：法定代表人



杭州荃毅投资管理合伙企业
(普通合伙) (公章)

签署：



姓名：余国安、裘霁宛

职务：普通合伙人



泰州市赛孚聚力生物医药有限公司
(公章)

签署：

姓名：裘霁宛

职务：法定代表人



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深圳市前海倚锋太和股权投资基金企业(有
有限合伙) (公章)

签署：_____

姓名：朱晋桥

职务：执行事务合伙人委派代表

鉴于此，各方已于本协议首页所载日期签署本协议。



泰州中国医药城融健达创业投资有限公司
(公章)

签署: _____

姓名: 张由凤

职务: 法定代表人



鉴于此，各方已于本协议首页所载日期签署本协议。



泰州健鑫创业投资有限公司
(公章)

签署: _____

姓名: 杨淼

职务: 法定代表人



鉴于此，各方已于本协议首页所载日期签署本协议。

南京同人博达股权投资中心（有限合伙）
（公章）

签署：_____

姓名：钱嘉仁

职务：执行事务合伙人委派代表



鉴于此，各方已于本协议首页所载日期签署本协议。

南京市人才创新创业投资基金合伙企业(有
限合伙)

(公章)

签署：_____

姓名：【李象】

职务：执行事务合伙人委派代表



鉴于此，各方已于本协议首页所载日期签署本协议。

上海荃友凡悦投资管理合伙企业
(有限合伙) (公章)

签署：_____

姓名：裘霁宛

职务：执行事务合伙人



鉴于此，各方已于本协议首页所载日期签署本协议。

上海硕臣投资管理有限公司
(公章)

签署: 黄慧斌

姓名: 黄慧斌

职务: 法定代表人

鉴于此，各方已于本协议首页所载日期签署本协议。

南京裕之华医药科技合伙企业（有限合伙）
（公章）

签署：_____

姓名：沈辉

职务：执行事务合伙人



鉴于此，各方已于本协议首页所载日期签署本协议。

泰州洪泰健康投资管理中心（有限合伙）
（公章）



签署：_____

姓名：姜宏宇

职务：执行事务合伙人委派代表

鉴于此，各方已于本协议首页所载日期签署本协议。

苏州合富瑞泰股权投资中心（有限合伙）
（公章）

签署：  _____

姓名：钱嘉仁

职务：执行事务合伙人委派代表

鉴于此，各方已于本协议首页所载日期签署本协议。

深圳勤智罗兹曼二期投资合伙企业(有限合伙) (公章)

签署:



姓名: 汤大杰

职务: 执行事务合伙人委派代表

鉴于此，各方已于本协议首页所载日期签署本协议。

深圳勤智康信创业投资合伙企业（有限合伙）（公章）

签署：

姓名：汤大杰

职务：执行事务合伙人委派代表

鉴于此，各方已于本协议首页所载日期签署本协议。

深圳瑞享源叁号创业投资中心（有限合伙）
（公章）

签署：_____

姓名：胡巨

职务：执行事务合伙人委派代表



鉴于此，各方已于本协议首页所载日期签署本协议。

共青城佳银瑞享源股权投资合伙企业(有限
合伙)(公章)

签署: _____

姓名: 王铁

职务: 执行事务合伙人委派代表



鉴于此，各方已于本协议首页所载日期签署本协议。

深圳瑞享源肆号创业投资中心（有限合伙）
（公章）

签署：_____

姓名：胡巨

职务：执行事务合伙人委派代表



鉴于此，各方已于本协议首页所载日期签署本协议。

杭州中美华东制药有限公司（公章）

签署：_____



姓名：吕梁

职务：法定代表人



鉴于此，各方已于本协议首页所载日期签署本协议。

Matrix Partners China VI, L.P.

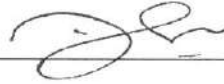
由: Matrix China Management VI, L.P.

为其普通合伙人

由: Matrix China VI GP GP, Ltd.

为其普通合伙人

授权签字人



鉴于此，各方已于本协议首页所载日期签署本协议。

Matrix Partners China VI-A, L.P.

由: Matrix China Management VI, L.P.

为其普通合伙人

由: Matrix China VI GP GP, Ltd.

为其普通合伙人

授权签字人

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line and a small flourish.

鉴于此，各方已于本协议首页所载日期签署本协议。

苏州冠鸿创业投资中心(有限合伙)
(公章)



签署:



姓名:

职务: 授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

深圳远致富海新兴产业二期投资企业
（有限合伙）（公章）

签署：



姓名：张权勋

职务：授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

新余市同创国盛科创产业投资合伙
企业（有限合伙）（公章）

签署：

姓名：

职务：授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

朗玛三十七号（深圳）创业投资中
心（有限合伙）（公章）



签署：

姓名：

职务：授权代表



鉴于此，各方已于本协议首页所载日期签署本协议。

深圳勤智德泰新科技创业投资企业
(有限合伙) (公章)

签署:

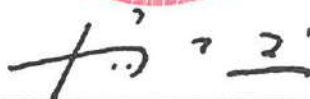
姓名:

职务: 授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

共青城勤智慧升创业投资合伙企业
(有限合伙)(公章)

签署:



姓名:

职务: 授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

共青城勤智康鑫创业投资合伙企业
(有限合伙) (公章)

签署:



姓名:

职务: 授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

TWVC Panglin Qyuns Investment
Limited (公章)



签署:

A handwritten signature in black ink, consisting of stylized Chinese characters, written over a horizontal line.

姓名:

职务: 授权代表

鉴于此，各方已于本协议首页所载日期签署本协议。

嘉兴集荃股权投资合伙企业（有限
合伙）（公章）

签署：



姓名：李志超

职务：执行事务合伙人委派代表

鉴于此，各方已于本协议首页所载日期签署本协议。

深圳开天云起创业投资中心（有限
合伙）（公章）

签署：



姓名：

职务：授权代表

附件 I
公司现有股东

序号	股东	注册地址	持股数量 (万股)	持股比 例
1	杭州荃毅投资管理合伙企业 (普通合伙) (“杭州荃毅”)	浙江省杭州市滨江区长河街道滨 安路 688 号 2 幢 D 座四层 420 室	4,000	22.22%
2	深圳市前海倚锋太和股权投资 基金企业 (有限合伙) (“深圳 倚锋”)	深圳市前海深港合作区前湾一路 鲤鱼门街一号前海深港合作区管 理局综合办公楼 A 栋 201 室 (入 驻深圳市前海商务秘书有限公 司)	350	1.94%
3	泰州中国医药城融健达创业投 资有限公司 (“泰州融健达”)	泰州市医药高新技术产业开发 区药城大道一号 (药城大道南侧、 口泰路东侧) C1 幢 1805 室	750	4.17%
4	泰州健鑫创业投资有限公司 (“泰州健鑫”)	泰州市高新区海陵南路 179 号 B 塔 1711 室	750	4.17%
5	南京同人博达股权投资中心 (有限合伙) (“南京同人博 达”)	南京市建邺区江东中路 359 号国 睿大厦 1 号楼 B 区 2 楼 213 室	437.50	2.43%
6	南京市人才创新创业投资基金 合伙企业 (有限合伙) (“南京 人才创投”)	南京市建邺区庐山路 168 号 9 楼 911 室	62.50	0.35%
7	上海荃友凡悦投资管理合伙企 业 (有限合伙) (“上海荃友凡 悦”)	上海市浦东新区凌白路 1081 号 8 幢	500	2.78%
8	上海硕臣投资管理有限公司 (“上海硕臣”)	上海市浦东新区仁庆路 178 号 1 幢第二层 A 区	500	2.78%
9	南京裕之华医药科技合伙企业 (有限合伙) (“南京裕之华”)	南京市玄武区珠江路 688 号 943 室	200	1.11%
10	泰州洪泰健康投资管理中心 (有限合伙) (“洪泰投资”)	泰州市高新区海陵南路 189 号 14 楼 1406 室	1,875	10.42%

11	苏州合富瑞泰股权投资中心 (有限合伙) (“苏州合富”)	苏州工业园区星湖街 218 号苏州 生物医药产业园 A1 楼北座 E228 单元	375	2.08%
12	深圳勤智罗兹曼二期投资合伙 企业 (有限合伙) (“深圳勤智 罗兹曼”)	深圳市南山区粤海街道麻岭社区 麻雀岭工业区 M-10 栋 2、3 号楼 420	125	0.69%
13	深圳勤智康信创业投资合伙企 业 (有限合伙) (“深圳勤智康 信”)	深圳市南山区粤海街道高新区社 区高新南七道 20 号深圳国家工程 实验室大楼 A1501	125	0.69%
14	深圳瑞享源叁号创业投资中心 (有限合伙) (“深圳瑞享源叁 号”)	深圳市福田区福田街道福安社区 福华一路 1 号深圳大中华国际交 易广场 33 层 3306	323	1.79%
15	共青城佳银瑞享源股权投资合 伙企业 (有限合伙) (“共青城 佳银”)	江西省九江市共青城市基金小镇 内	125	0.69%
16	深圳瑞享源肆号创业投资中心 (有限合伙) (“深圳瑞享源肆 号”)	深圳市福田区福田街道福安社区 福华一路 1 号深圳大中华国际交 易广场 33 层 3306	450	2.50%
17	杭州中美华东制药有限公司 (“中美华东”)	浙江省杭州市拱墅区莫干山路 866 号	3,590	19.94%
18	Matrix Partners China VI, L.P (“Matrix China VI”)	境外注册地址	985.3116	5.48%
19	Matrix Partners China VI-A, L.P. (“Matrix China VI-A”, 与 Matrix China VI 合 称“经纬”)	境外注册地址	106.6884	0.59%
20	苏州冠鸿创业投资中心 (有限 合伙) (“苏州冠鸿”)	苏州市姑苏区人民路 1718 号 426 室	654	3.63%
21	深圳远致富海新兴产业二期投 资企业 (有限合伙) (“深圳 远致富海”)	深圳市坪山区坪山街道连展科技 深圳工业厂区电子厂房 A 栋 1 层	73	0.41%
22	新余市同创国盛科创产业投资 合伙企业 (有限合伙) (“新 余同创国盛”)	江西省新余市渝水区康泰路 21 号 新经济大楼 801 室	145	0.81%

23	朗玛三十七号（深圳）创业投资中心（有限合伙）（“深圳朗玛”）	深圳市前海深港合作区南山街道桂湾五路128号基金小镇A10栋302	73	0.41%
24	深圳勤智德泰新科技创业投资企业（有限合伙）（“深圳勤智德泰”）	深圳市南山区粤海街道高新区社区高新南七道20号深圳国家工程实验室大楼A1501	73	0.41%
25	共青城勤智慧升创业投资合伙企业（有限合伙）（“共青城勤智慧升”）	江西省九江市共青城市基金小镇内	59.54	0.33%
26	共青城勤智康鑫创业投资合伙企业（有限合伙）（“共青城勤智康鑫”）	江西省九江市共青城市基金小镇内	389.98	2.16%
27	TWVC Panglin Qyuns Investment Limited（“TWVC Panglin”，与共青城勤智慧升、共青城勤智康鑫合称“勤智资本”）	境外注册地址	250.06	1.39%
28	嘉兴集荃股权投资合伙企业（有限合伙）（“嘉兴集荃”）	浙江省嘉兴市南湖区东栅街道南江路1856号基金小镇1号楼177室-86（自主申报）	357.24	1.98%
29	深圳开天云起创业投资中心（有限合伙）（“深圳开天”）	深圳市福田区莲花街道福中社区福中三路1006号诺德金融中心9A	297.70	1.65%
合计			18,002.52	100%

附件 II
通知地址

公司方:	江苏荃信生物医药股份有限公司 地址: 泰州市药城大道 907 号 1 号楼 1310 室. 收件人: 王玉姣 电话: 13777852305 邮箱: wangyujiao@qyuns.net
深圳倚锋:	深圳市前海倚锋太和股权投资基金企业(有限合伙) 地址: 深圳市南山区科苑南路 2666 号中国华润大厦 5 层 5 单元 收件人: 金佳路 电话: 15150184515 邮箱: jialujin@efungcapital.com
泰州融健达:	泰州中国医药城融健达创业投资有限公司 地址: 泰州市医药高新技术产业开发区药城大道一号(药城大道南侧、口泰路东侧) C1 幢 1805 室 收件人: 翁天乐 电话: 18505231315 邮箱: lucaswengtl@outlook.com
泰州健鑫:	泰州健鑫创业投资有限公司 地址: 泰州市高新区海陵南路 179 号 B 塔 1711 室 收件人: 翁天乐 电话: 18505231315 邮箱: lucaswengtl@outlook.com

南京同人博达：南京同人博达股权投资中心（有限合伙）
地址：江苏省泰州市海陵区兴海路
60 号
收件人：钱嘉仁
电话：13812495828
邮箱：879206112@qq.com

南京人才创投：南京市人才创新创业投资基金合伙企业（有限
合伙）
地址：南京市建邺区金融城 4 号楼
41 层
收件人：吴俊
电话：18795899021
邮箱：wuj@njicg.com

上海荃友凡悦：上海荃友凡悦投资管理合伙企业（有限合伙）
地址：上海市浦东新区凌白路
1081 号 8 幢
收件人：张帆
电话：18602115495
邮箱：fzhang@chinamingchen.com

上海硕臣：上海硕臣投资管理有限公司
地址：上海市浦东新区仁庆路 178
号 1 幢第二层 A 区
收件人：黄慧斌
电话：13651989392
邮箱：hhbau2006@hotmail.com

南京裕之华：南京裕之华医药科技合伙企业（有限合伙）
地址：南京市玄武区珠江路 688 号
943 室
收件人：沈辉
电话：

邮箱:

洪泰投资:

泰州洪泰健康投资管理中心(有限合伙)
地址:北京市朝阳区新源南路8号启皓北京西
塔26层

收件人: 丁超
电话: 13681203276
邮箱: dingchao@apluscap.com

苏州合富:

苏州合富瑞泰股权投资中心(有限合伙)
地址:江苏省泰州市海陵区兴海路60号

收件人: 钱嘉仁
电话: 13812495828
邮箱: 879206112@qq.com

深圳勤智罗兹曼:

深圳勤智罗兹曼二期投资合伙企业(有限合伙)
地址:深圳市南山区高新南七道国家高技术产业
创新中心A栋15层

收件人: 郑振华
电话: 18049868783
邮箱: zhengzh@triwise.cn

深圳勤智康信:

深圳勤智康信创业投资合伙企业(有限合伙)
地址:深圳市南山区高新南七道国家高技术产业
创新中心A栋15层

收件人: 郑振华
电话: 18049868783
邮箱: zhengzh@triwise.cn

深圳瑞享源:

深圳瑞享源叁号创业投资中心(有限合伙)
深圳瑞享源肆号创业投资中心(有限合伙)
地址:深圳市福田区福华一路1号大中华国际交
易广场东座3306

收件人: 张胜源

电话: 18616108248

邮箱: syzhang@ips.ac.cn

共青城佳银:

共青城佳银瑞享源股权投资合伙企业(有限合伙)

地址: 深圳市南山区侨香路 4080 号侨城坊 T7 栋 1501 室

收件人: 王铁

电话: 13352909616

邮箱: wangtie@jyasset.com

中美华东:

地址: 杭州市拱墅区莫干山路 866 号

收件人: 王自根

电话: 13857183996

邮箱: wangzg@eastchinapharm.com

经纬:

Matrix Partners HK Management Limited

地址: Unit 6690, 66/F, The Center, 99 Queen's Road Central,
Central, Hong Kong

收件人: Eric YU, Mingyu XUE

电话: (852) 3965 3035

邮箱: eric.yu@matrixpartners.com.cn;

mingyu.xue@matrixpartners.com.cn;

notice@matrixpartners.com.cn

苏州冠鸿:

苏州冠鸿创业投资中心(有限合伙)

地址: 苏州高新区华佗路 99 号金融谷商务中心 11
幢

收件人: 叶翔

电话: 18662296612

邮箱: 839648967@qq.com

深圳远致富海:

深圳远致富海新兴产业二期投资企业(有限合伙)

地址: 深圳市福田区福华一路 6 号免税大厦 26 层

收件人: 张其澄

电话: 0755-83689069
邮箱: zhangqicheng@cmafsz.com

新余同创国盛:

新余市同创国盛科创产业投资合伙企业(有限合伙)
地址: 深圳市福田区益田路 6001 号太平金融大厦 24 楼
收件人: 刘娟
电话: 13723415060
邮箱: liujuan@cowincapital.com

深圳朗玛:

朗玛三十七号(深圳)创业投资中心(有限合伙)
地址: 北京市海淀区北四环西路 58 号理想国际大厦 19 层
收件人: 谈文龙
电话: 18610354655
邮箱: tanwenlong@lmfvc.com

深圳勤智德泰:

深圳勤智德泰新科技创业投资企业(有限合伙)
地址: 深圳市南山区高新南七道国家高技术产业创新中心 A 栋
15 层
收件人: 郑振华
电话: 18049868783
邮箱: zhengzh@triwise.cn

共青城勤智慧升

共青城勤智慧升创业投资合伙企业(有限合伙)
地址: 深圳市南山区高新南七道国家高技术产业创新中心 A 栋
15 层
收件人: 郑振华
电话: 18049868783
邮箱: zhengzh@triwise.cn

共青城勤智康鑫

共青城勤智康鑫创业投资合伙企业(有限合伙)
地址: 深圳市南山区高新南七道国家高技术产业创新中心 A 栋
15 层
收件人: 郑振华
电话: 18049868783

邮箱: zhengzh@triwise.cn

TWVC Panglin

TWVC Panglin Qyuns Investment Limited

地址: 深圳市南山区高新南七道国家高技术产业创新中心 A 栋
15 层

收件人: 郑振华

电话: 18049868783

邮箱: zhengzh@triwise.cn

嘉兴集荃

嘉兴集荃股权投资合伙企业(有限合伙)

地址: 上海市长宁区延安西路 726 号 25 层 A-E 座

收件人: 季翔鹏

电话: 15261053131

邮箱: jjxp1995@163.com

深圳开天

深圳开天云起创业投资中心(有限合伙)

地址: 深圳市福田区福中三路诺德中心 9A

收件人: 马良肖

电话: 18038089984

邮箱: maliangxiao@yunqiinvestment.com

江苏荃信生物医药股份有限公司
股东协议之补充协议

本股东协议之补充协议（以下简称“本补充协议”）由下列各方于 2023 年 3 月 10 日订立：

- (1) 江苏荃信生物医药股份有限公司，一家根据中国法律成立的股份有限公司，其前身为江苏荃信生物医药有限公司，其住所为：泰州市药城大道 907 号 1 号楼 1310 室（“公司”或“江苏荃信”）；
- (2) 泰州市赛孚聚力生物医药有限公司，一家根据中国法律成立的有限责任公司，其住所为：泰州市药城大道 907 号 1 号楼 1107 室（“赛孚聚力”）；
- (3) 裘霁宛，中国公民，身份证号码：330623197109032213；
- (4) 余国安，中国公民，身份证号码：330104195002030714（与裘霁宛单独或合称为“一致行动人”）；以及
- (5) 附件一所列的各股东（合称为“全体股东”，单独称为“股东”）。

本补充协议中，前述签约方将被单独称为“一方”或合称为“各方”。

鉴于：

- (1) 公司及其他相关方于 2021 年 7 月 31 日签署《股东协议之补充协议》；
- (2) 2022 年 11 月 30 日，各方签署《江苏荃信生物医药股份有限公司之股东协议》（以下简称“股东协议”），其中约定了股权转让限制（第 5.1 条）、优先购买权（第 5.2 条）、随售权（第 5.4 条）、优先认购权（第 5.5 条，包括且不限于其中的优先认购权和反稀释保护）、赎回权（第 5.6 条）、领售权（第 5.7 条）、融资排他权（第 5.8 条）、董事提名权（第 7.1 条）、监事提名权（第 8.1 条）、信息权（第 10.7 条）、核查权（第 10.8 条）、所得收益的分配（第 13.6 条）、平等待遇（第 20.1 条）等特殊股东权利；此外，股东协议约定，若为公司合格首次公开发行的目的，公司聘请的专业中介机构根据有关证券监管机构的要求和监管实践合理认为投资人在本补充协议和公司章程项下的特殊股东权利条款与合格首次公开发行申请日适用法律和/或有关证券监管机构对合格首次公开发行条件的要求相冲突，则公司和相关投资人应积极友好协商解决方案。

(3) 公司拟于境外申请首次公开发行 H 股股票并上市(以下简称“本次发行上市”)。

除本补充协议另有明确约定,本补充协议所使用的简称、释义与股东协议所使用的简称、释义一致。

经友好协商,各方达成以下协议:

第一条 在本补充协议中,除非本补充协议另有定义,下列词语具有以下含义:

“**特殊股东权利**”,系指交易文件中任何关于合格首次公开发行承诺、股权转让限制、注册资本增加及优先认购权、赎回权、融资排他权、反稀释、信息权、核查权、公司治理、董事提名权、监事提名权、若干公司行动事先同意权、股东会和董事会重大事项否决权、优先购买权、随售权、优先清算权、领售权、所得收益的分配、平等待遇的约定,以及其他任何可能对公司上市进程造成不利影响的特殊股东权利安排(如有)。

“**交易文件**”,系指公司股东就所持公司股权事宜所签订的全部协议,包括下述各轮投资协议和股东协议及相关附属文件。

“**Pre-A轮投资人**”指深圳倚锋(就深圳倚锋根据Pre-A轮投资协议认购的公司新增注册资本部分)、上海荃友凡悦、南京裕之华。

“**Pre-A轮投资协议**”指江苏荃信、杭州荃毅、杭州荃厉分别与深圳倚锋、上海荃友凡悦、南京裕之华于2015年10月14日、2015年11月5日及2015年10月15日签署的增资入股协议,约定认购价格为人民币1.4元/元注册资本,Pre-A轮投资人合计出资人民币1,400万元认购公司新增注册资本人民币1,000万元,该等交易下称“**Pre-A轮增资**”。

“**Pre-A轮股东协议**”指杭州荃毅、杭州荃厉、深圳倚锋、上海荃友凡悦、南京裕之华于2015年11月6日签署的《股东协议》。

“**A轮投资人**”指深圳倚锋(就深圳倚锋根据A轮投资协议认购的公司新增注册资本部分)、瑞享源肆号、泰州融健达、泰州健鑫、南京同人博达和上海硕臣。

“**A轮投资协议**”指江苏荃信与深圳倚锋、泰州融健达、泰州健鑫、南京同人博达和上海硕臣于2016年1月18日签署的增资入股协议,约定认购价格为人民币4元/元注册资本,A轮投资人合计出资人民币12,000万元认购公司新增注册资本人民币3,000万元,该等交易下称“**A轮增资**”。

“**A轮股东协议**”指杭州荃毅、杭州荃厉、前海倚锋、上海荃友、南京裕之华、融

健达、泰州健鑫、同人博达与上海硕臣于2016年1月18日签署的《股东协议》以及后续签署的补充协议。

“**B轮第一批投资人**”指洪泰投资、苏州合富、深圳勤智罗兹曼和深圳勤智康信。

“**B轮第二批投资人**”指深圳瑞享源叁号、共青城佳银。

“**B轮第一批投资协议**”指洪泰投资、苏州合富、深圳勤智罗兹曼及其他相关方于2019年4月10日签署的增资入股协议，约定认购价格为人民币8元/元注册资本，B轮第一批投资人合计出资人民币20,000万元认购公司新增注册资本人民币2,500万元。

“**B轮第二批投资协议**”指深圳瑞享源叁号、共青城佳银及其他相关方根据2020年4月15日签署的增资协议，B轮第二批投资人合计出资人民币3,000万元的价格认购公司新增注册资本375万元。前述协议下所约定的交易合称“**B轮增资**”。

“**B轮第一批股东协议**”指与公司洪泰投资、苏州合富、深圳勤智罗兹曼等相关方于2019年4月10日签署的《股东协议》。

“**B轮第二批股东协议**”指公司与深圳瑞享源叁号、共青城佳银瑞鑫投资管理合伙企业（有限合伙）等相关方于2020年4月15日签署的《股东协议》。

“**B+轮投资人**”指中美华东。

“**B+轮投资协议**”指江苏荃信与中美华东及其他相关方于2020年8月14日签署的增资入股协议，约定认购价格为人民币10.31元/元注册资本，中美华东合计出资人民币37,000万元认购公司新增注册资本人民币3,590万元，该等交易下称“**B+轮增资**”。

“**B+轮股东协议**”指公司与中美华东等相关方于2020年8月14日签署的《股东协议》。

“**B++轮投资人**”指经纬、苏州冠鸿、深圳远致富海、新余同创国盛、深圳朗玛、深圳勤智德泰和深圳瑞享源叁号（仅就其通过B++轮增资认购的公司73万元人民币注册资本而言）。

“**B++轮投资协议**”指江苏荃信与B++轮投资人及其他相关方于2021年4月2日签署的增资协议，约定认购价格为人民币13.74元/元注册资本，B++轮投资人合计出资人民币30,000万元认购公司新增注册资本人民币2,183万元，该等交易下称“**B++轮增资**”。

“**B++轮股东协议**”指公司与MATRIX PARTNERS CHINA VI HONG KONG

LIMITED、苏州冠鸿、深圳远致富海、新余同创国盛、深圳朗玛、深圳勤智德泰和深圳瑞享源叁号等相关方于2021年4月2日签署的《股东协议》。

“**Crossover轮投资人**”指勤智慧升、勤智康鑫、TWVC Panglin、嘉兴集荃和深圳开天、南京人才创投。

“**Crossover轮增资协议**”指江苏荃信与勤智慧升、勤智康鑫、TWVC Panglin、嘉兴集荃和深圳开天及其他相关方于2022年1月31日就Crossover轮增资签署的《增资协议》，预定Crossover轮投资人以共计人民币22,750万元的价格认购公司新增发行的1,354.52万股普通股（对应人民币1,354.52万元注册资本）的交易，该等交易下称“**Crossover轮增资**”。

“**Crossover增资轮股东协议**”指与公司与勤智慧升、勤智康鑫、TWVC Panglin、嘉兴集荃和深圳开天等相关方于2022年1月31日签署的《股东协议》。

“**投资人**”指 Pre-A 轮投资人、A 轮投资人、B 轮第一批投资人和 B 轮第二批投资人、B+轮投资人、B++轮投资人以及 **Crossover 轮投资人**。

“**公司集团**”指各公司集团成员的合称。

“**公司集团成员**”指目标公司及目标公司向外直接或间接控制的公司、企业中的任一家。

第二条 各方就其各自自身情况确认，（1）截至本补充协议签署之日，各方于股东协议项下不存在任何违约行为、权利主张、追索或争议，且截至本补充协议签署之日，未发生股东协议中约定的赎回事件、清算事件、出售事件或反稀释触发事件；（2）截至本补充协议签署之日，除普通股东权利以及股东协议项下约定的特殊股东权利外，各方不存在关于股东权利的其他协议或安排（无论以书面或口头形式，包括各类沟通形式），不存在以口头约定或者书面协议等任何方式另行与公司或/及实际控制人之间达成的股东权利分配、公司控制权或者影响公司股权结构稳定性之任何约定（包括但不限于特殊股东权利）。

第三条 各方一致同意，自公司向香港联合交易所有限公司（以下简称“**联交所**”）递交本次发行上市申请之日起，股东协议第5.6条赎回权自动终止。

第四条 若公司本次发行上市申请之后发生如下任何一种情形（以孰早为准，“**触发日**”），则根据本补充协议第三条终止的赎回权立即自动恢复，并视同该权利和安排从未

失效或被放弃：(i)公司主动撤回本次发行上市申请，或公司的上市保荐人撤回对公司本次发行上市申请的保荐；(ii)公司未能在提交上市申请之日起十八（18）个月内完成在联交所的合格首次公开发行。

第五条 各方一致同意，自公司完成在联交所的合格首次公开发行之日，交易文件项下的特殊股东权利全部自动失效，各股东享有的股东权利以公司上市后适用的公司章程为准。为避免疑义，尽管有上述约定，股东协议第15.3条项下约定的产品优先合作权仍然有效。

第六条 公司及其聘请的中介机构有权向上市审核及监管部门披露本补充协议、历次交易文件及其项下交易，该等披露不应受到交易文件中的保密条款的限制。

第七条 各方同意，本补充协议的适用法律、争议解决、修订和通知程序等均适用股东协议的相关约定。

第八条 本补充协议中未定义之词汇具有股东协议中定义的该词汇的相同含义。

第九条 若股东协议项下的条款或各方过往就特殊股东权利达成的任何安排（无论以书面或口头形式，包括各类沟通形式）与本补充协议项下的条款存在任何冲突，应以本补充协议项下的条款为准。

第十条 本补充协议经各方有效签署后于文首所载的日期生效。

第十一条 除各方另作出书面约定外，各方同意其于本补充协议项下做出的确认及承诺均不可被撤销。

（以下无正文）

附件一 股东列表

序号	股东
1	杭州荃毅投资管理合伙企业（普通合伙）（“杭州荃毅”）
2	深圳市前海倚锋太和股权投资基金企业（有限合伙）（“深圳倚锋”）
3	泰州中国医药城融健达创业投资有限公司（“泰州融健达”）
4	泰州健鑫创业投资有限公司（“泰州健鑫”）
5	南京同人博达股权投资中心（有限合伙）（“南京同人博达”）
6	南京市人才创新创业投资基金合伙企业（有限合伙）（“南京人才创投”）
7	上海荃友凡悦投资管理合伙企业（有限合伙）（“上海荃友凡悦”）
8	上海硕臣投资管理有限公司（“上海硕臣”）
9	南京裕之华医药科技合伙企业（有限合伙）（“南京裕之华”，曾用名南京华裕祥资产管理中心（普通合伙）
10	泰州洪泰健康投资管理中心（有限合伙）（“洪泰投资”）
11	苏州合富瑞泰股权投资中心（有限合伙）（“苏州合富”）
12	深圳勤智罗兹曼二期投资合伙企业（有限合伙）（“深圳勤智罗兹曼”）
13	深圳勤智康信创业投资合伙企业（有限合伙）（“深圳勤智康信”）
14	深圳瑞享源叁号创业投资中心（有限合伙）（“深圳瑞享源叁号”）
15	共青城佳银瑞享源股权投资合伙企业（有限合伙）（“共青城佳银”）
16	深圳瑞享源肆号创业投资中心（有限合伙）（“深圳瑞享源肆号”）
17	杭州中美华东制药有限公司（“中美华东”）
18	Matrix Partners China VI, L.P.（“Matrix China VI”）
19	Matrix Partners China VI-A, L.P.（“Matrix China VI-A”，与 Matrix China VI 合称“经纬”）
20	苏州冠鸿创业投资中心（有限合伙）（“苏州冠鸿”）
21	深圳远致富海新兴产业二期投资企业（有限合伙）（“深圳远致富海”）

22	新余市同创国盛科创产业投资合伙企业（有限合伙）（“ 新余同创国盛 ”）
23	朗玛三十七号（深圳）创业投资中心（有限合伙）（“ 深圳朗玛 ”）
24	深圳勤智德泰新科技创业投资企业（有限合伙）（“ 深圳勤智德泰 ”）
25	共青城勤智慧升创业投资合伙企业（有限合伙）（“ 共青城勤智慧升 ”）
26	共青城勤智康鑫创业投资合伙企业（有限合伙）（“ 共青城勤智康鑫 ”）
27	TWVC Panglin Qyuns Investment Limited（“ TWVC Panglin ”，与共青城勤智慧升、共青城勤智康鑫合称“ 勤智资本 ”）
28	嘉兴集荃股权投资合伙企业（有限合伙）（“ 嘉兴集荃 ”）
29	深圳开天云起创业投资中心（有限合伙）（“ 深圳开天 ”）
30	裘霁宛
31	GUOLIANG YU
32	JIANWEI LI
33	ZHIHUA QIU
34	郭新军
35	泰州信孚同心企业管理合伙企业（有限合伙）（“ 泰州信孚 ”）

(以下无正文，为《股东协议之补充协议》之签署页)

江苏荃信生物医药股份有限公司 (公章)



法定代表人/授权代表签字：

裴晓

(以下无正文，为《股东协议之补充协议》之签署页)

泰州市赛孚聚力生物医药有限公司（公章）



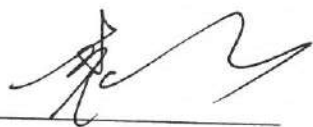
法定代表人/授权代表签字：

A handwritten signature in blue ink, appearing to be '裴晓' (Pei Xiao), written over a horizontal line.

(以下无正文，为《股东协议之补充协议》之签署页)

裘霁宛

签字：

A handwritten signature in black ink, consisting of stylized cursive characters, written over a horizontal line.

(以下无正文，为《股东协议之补充协议》之签署页)

余国安

签字：

Handwritten signature of 余国安 in black ink, written over a horizontal line.

(以下无正文，为《股东协议之补充协议》签署页)

杭州荃毅投资管理合伙企业(普通合伙)(公章)



执行事务合伙人/授权代表签字：

余晓 

(以下无正文，为《股东协议之补充协议》签署页)



深圳市前海倚锋太和股权投资基金企业(有限合伙)(公章)

执行事务合伙人/授权代表签字:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a cursive representation of the name of the authorized representative.

(以下无正文，为《股东协议之补充协议》签署页)

泰州中国医药城融健达创业投资有限公司 (公章)



法定代表人/授权代表签字: 杨新

(以下无正文，为《股东协议之补充协议》签署页)

泰州健鑫创业投资有限公司 (公章)



法定代表人/授权代表签字：

杨永

(以下无正文，为《股东协议之补充协议》签署页)

南京同人博达股权投资中心(有限合伙)(公章)



执行事务合伙人/授权代表签字: 钱嘉仁

(以下无正文，为《股东协议之补充协议》签署页)

上海荃友凡悦投资管理合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a cursive representation of the name of the authorized representative.

(以下无正文，为《股东协议之补充协议》签署页)

上海硕臣投资管理有限公司 (公章)



法定代表人/授权代表签字:

赵恩斌

(以下无正文，为《股东协议之补充协议》签署页)

南京裕之华医药科技合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字: 沈辉

(以下无正文，为《股东协议之补充协议》签署页)

泰州洪泰健康投资管理中心(有限合伙)(公章)



执行事务合伙人/授权代表签字: _____

13
28

(以下无正文，为《股东协议之补充协议》签署页)

苏州合富瑞泰股权投资中心(有限合伙)(公章)



执行事务合伙人/授权代表签字:

陈学军

(以下无正文，为《股东协议之补充协议》签署页)

深圳勤智罗兹曼二期投资合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

杨文强

(以下无正文，为《股东协议之补充协议》签署页)

深圳勤智康信创业投资合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

杨文

(以下无正文，为《股东协议之补充协议》签署页)

深圳瑞享源叁号创业投资中心(有限合伙)(公章)



执行事务合伙人/授权代表签字:

A handwritten signature in black ink, consisting of stylized, overlapping strokes.

(以下无正文，为《股东协议之补充协议》签署页)

共青城佳银瑞享源股权投资合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:



(以下无正文，为《股东协议之补充协议》签署页)

深圳瑞享源肆号创业投资中心(有限合伙)(公章)



执行事务合伙人/授权代表签字:

(以下无正文，为《股东协议之补充协议》签署页)

杭州中美华东制药有限公司(公章)



法定代表人/授权代表签字：_____



(以下无正文，为《股东协议之补充协议》签署页)

Matrix Partners China VI, L.P.

By: Matrix China Management VI, L.P.
its General Partner

By: Matrix China VI GP GP, Ltd.
its General Partner

董事/授权代表签字:  _____

(以下无正文，为《股东协议之补充协议》签署页)

Matrix Partners China VI-A, L.P.

By: Matrix China Management VI, L.P.
its General Partner

By: Matrix China VI GP GP, Ltd.
its General Partner

董事/授权代表签字:  _____

(以下无正文，为《股东协议之补充协议》签署页)



执行事务合伙人/授权代表签字：_____



(以下无正文，为《股东协议之补充协议》签署页)

深圳远致富海新兴产业二期投资企业(有限合伙)(公章)



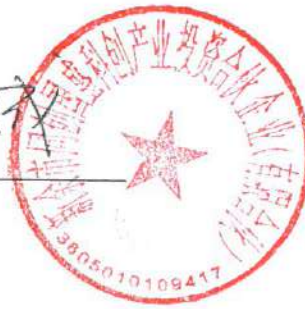
执行事务合伙人/授权代表签字: _____

(以下无正文，为《股东协议之补充协议》签署页)

新余市同创国盛科创产业投资合伙企业（有限合伙）（公章）

执行事务合伙人/授权代表签字：

孔飞斌



(以下无正文，为《股东协议之补充协议》签署页)

朗玛三十七号(深圳)创业投资中心(有限合伙)(公章)



执行事务合伙人/授权代表签字:

A handwritten signature in black ink, consisting of stylized, overlapping strokes, written over a horizontal line.

(以下无正文，为《股东协议之补充协议》签署页)

深圳勤智德泰新科技创业投资企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

蔡安生

(以下无正文，为《股东协议之补充协议》签署页)

共青城勤智慧升创业投资合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

杨文

(以下无正文，为《股东协议之补充协议》签署页)

共青城勤智康鑫创业投资合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

杨子

(以下无正文，为《股东协议之补充协议》签署页)

TWVC Panglin Qyuns Investment Limited



董事/授权代表签字: 杨子

(以下无正文，为《股东协议之补充协议》签署页)

嘉兴集荃股权投资合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

李志刚

(以下无正文，为《股东协议之补充协议》签署页)

深圳开天云起创业投资中心(有限合伙)(公章)



执行事务合伙人/授权代表签字: _____

董善伟

(以下无正文，为《股东协议之补充协议》签署页)

南京市人才创新创业投资基金合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:



(以下无正文，为《股东协议之补充协议》签署页)

泰州信孚同心企业管理合伙企业(有限合伙)(公章)



执行事务合伙人/授权代表签字:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be the name of the authorized representative.

(以下无正文，为《股东协议之补充协议》签署页)

GUOLIANG YU

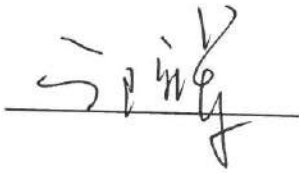
签字:

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

(以下无正文，为《股东协议之补充协议》签署页)

郭新军

签字：

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

(以下无正文，为《股东协议之补充协议》签署页)

ZHIHUA QIU

签字:

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

(以下无正文，为《股东协议之补充协议》签署页)

JIANWEI LI

签字:

A handwritten signature in black ink, appearing to be 'Jianwei Li', written over a horizontal line.A small, vertical red stamp or seal located on the right side of the page.

2024年3月6日

江苏荃信生物医药股份有限公司

和

健鑫醫藥科技有限公司

和

泰州健鑫创业投资有限公司

和

中国国际金融香港证券有限公司

和

安信国际证券（香港）有限公司

基石投资协议

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本协议（“本协议”）由以下各方于 2024 年 3 月 6 日订立

- (1) **江苏荃信生物医药股份有限公司**，一家根据中国法律注册成立的有限公司，其注册地址位于中国江苏省泰州市药城大道 907 号 1 号楼 1310 室及其香港主要营业地址位于香港九龙观塘道 348 号宏利广场 5 楼（“公司”）；
- (2) **健鑫醫藥科技有限公司**，一家根据香港法律注册成立的公司，其注册办事处位于香港上环苏杭街 91-97 号东利商业大厦 19 楼 B3 室（“投资者”）；
- (3) **泰州健鑫创业投资有限公司**，一家根据中国法律注册成立的公司，其注册办事处位于中国江苏省泰州市高新区海陵南路 179 号 B 塔 1711 室（“担保人”）；
- (4) **中国国际金融香港证券有限公司**，一家根据香港法律注册成立的公司，其注册办事处位于香港中环港景街 1 号国际金融中心一期 29 楼（“中金”或“独家保荐人”）；
- (5) **安信国际证券（香港）有限公司**，一家根据香港法律注册成立的公司，其注册办事处位于香港中环交易广场第一座 39 楼（“安信”）。

（中金及安信作为整体协调人（“整体协调人”）。）

鉴于：

- (A) 公司已申请通过全球发售（“全球发售”）方式将其 H 股于联交所（定义见下文）上市，包括(i) 向香港公众人士以认购要约发售股份（“香港公开发售”）和 (ii) 于美国境外根据证券法（定义见下文）S 规例以离岸交易向投资者（包括香港的专业及机构投资者）有条件发售 H 股（“国际发售”）。
- (B) 中金担任全球发售的独家保荐人，中金和安信担任全球发售的整体协调人。
- (C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。
- (D) 鉴于公司、投资者、独家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并作出若干声明、保证及承诺。

订约各方谨此同意以下各项：

1. 释义及诠释

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

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

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

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

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

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

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

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**公司条例**”指香港法例第 622 章公司条例，经不时修订或补充；

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

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

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

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

“**出售**”就任何相关股份而言包括直接或间接；

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

“**全球发售**”具有序文(A)项赋予该词的涵义；

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

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

“**H 股**”指公司普通股中拟于联交所上市及交易的股份；

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

“**国际发售**”具有序文(A)项赋予该词的涵义；

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

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

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

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

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

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

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

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

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

“**监管机构**”具有第 6.2(i)条赋予该词的涵义；

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

“**人民币**”指中华人民共和国的法定货币；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

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

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

2. 投资

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

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

2.2 投资者可不迟于上市日期前三个营业日向公司、独家保荐人和整体协调人发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：(i)不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例于美国境外以离岸交易收购投资者股份，但前提是：

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

投资者及担保人在第 2.2 条下的义务构成应公司、独家保荐人或整体协调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，而无需公司、独家保荐人或整体协调人率先对该全资附属公司或任何其他人士采取行动。除非上下文另有规定，否则投资者一词在本协议中须解释为包括该全资附属公司。

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

3. 交割条件

- 3.1 投资者根据本协议所述认购投资者股份的义务，以及公司和整体协调人各自根据第 2.1 条所述发行、配售、分配及 / 或交付（视情况而定）或促使发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅于交割时或之前达成以下条件或获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由公司、独家保荐人和整体协调人豁免）时方可作实：
- (a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件（根据各自的原始条款或其后经其各方同意的豁免或修订），且前述任何一份承销协议并未终止；
 - (b) 发售价已经公司和整体协调人（为其自身及代表全球发售的承销商）商定；
 - (c) 联交所已批准 H 股（包括投资者股份以及其他适用的豁免及批准）的上市及买卖，且有关批准、许可或豁免并无于 H 股于联交所主板开始买卖前撤回；
 - (d) 针对本次投资，投资者完成必要的政府或相关监管机构的审批（如适用）以及投资者内部必要审批程序（包括但不限于董事会批准及股东会批准（如适用））；
 - (e) 任何政府机关并未制定或颁布任何法律，禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成，并且无具有司法管辖权的法院的任何有效命令或禁制令，阻止或禁止该等交易或其各自的完成；及
 - (f) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面准确、真实及不具误导性，且投资者及担保人没有重大违反本协议。
- 3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十（180）天（或经公司、投资者、独家保荐人和整体协调人可能书面同意的其他日期）内或之前达成或前述各项条件仍未获各方豁免（但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条所载的条件不可豁免，第 3.1(f)条所载的条件仅可由公司、独家保荐人和整体协调人豁免），则投资者认购投资者股份的义务，以及公司和整体协调人各自发行、配售、分配及 / 或交付（视情况而定）或促使发行、配售、分配及 / 或交付（视情况而定）投资者股份的义务将告终止，而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快（但无论如何不迟于三十（30）天）退还予投资者，且本协议亦即时告终止及无效，而公司、独家保荐人及 / 或整体协调人的所有义务与法律责任即时停止及终止，惟根据本第 3.2 条终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问，本条内容概不构成给与投资者及担保人更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。
- 3.3 投资者及担保人承认，概无保证将完成全球发售，倘全球发售因任何原因未于拟定日期及时完成或根本无法完成，则公司、独家保荐人或整体协调人概不对投资者及担保人承担任何责任。倘全球发售因任何原因未于拟定日期及时间完成或根本无法完成，

投资者及担保人均特此放弃对公司、独家保荐人及 / 或整体协调人或其各自联属人士提出任何申索或采取任何行动的任何权利（如有）。

4. 交割

- 4.1 受限于第 3 条和本第 4 条，根据国际发售及作为其中一部分，投资者将通过整体协调人（及 / 或其联属人士）（作为国际发售有关部分的国际承销商的国际代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时于公司和整体协调人确定的时间以其确定的方式被认购。
- 4.2 假如根据公司和整体协调人的意见，公司不能满足上市规则第 8.08(3)条有关的规定（即于上市日期，公司持股量最高的三名公众股东实益拥有不超过 50%公众所持 H 股）及/或上市规则第 18A.07 条有关的规定（即于上市日期，公司总市值至少 3.75 亿港元的已发行股份由公众人士持有，分配给基石投资者的任何股份以及公司现有股东在上市时认购的任何股份概不视为上市规则第 18A.07 条所述的由公众人士持有的已发行股份），则公司和整体协调人可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第 8.08(3)条及第 18A.07 条的规定。
- 4.3 投资者应于上市日期上午 8 时前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至整体协调人在不迟于上市日期前一(1)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。
- 4.4 受限于按照第 4.3 条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的投资者参与者账户或股份账户，该等账户信息由投资者于不迟于上市日期前两(2)个营业日以书面形式告知整体协调人。
- 4.5 投资者股份亦可以公司、独家保荐人、整体协调人及投资者于不迟于上市日期前两(2)个营业日以书面协定的任何其他方式进行交付。
- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人和整体协调人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人和整体协调人各自的所有义务及责任将实时告结束及终止（惟不损害公司、独家保荐人和整体协调人因投资者及担保人未能履行其 / 彼等各自于本协议下的义务而可能向投资者及担保人提出任何申索的权利）。在任何情况下，各投资者及担保人须就获弥偿各方可能根据第 6.5 条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，各投资者及担保人并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。
- 4.7 倘公司、独家保荐人和整体协调人彼等各自的联属人士，因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、国家、国际或地区性的紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发和其他自然灾害、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动的威胁和升级、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、HSN1、MERS 及 COVID-19）的爆发或升级、有关疾病或流行病的政策、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或器械或电气故障、计算机故障、任何货币传输系统故障、银行系统故障、禁运、劳资

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

5. 对投资者的限制

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

- 5.4 各投资者及担保人同意及承诺，在上市日期之后，投资者、担保人及其各自联系人或紧密联系人在公司总发行股本中的合并持股（直接或间接）将避免引起公司由公众持有的 H 股总数减少至上市规则第 8.08 条列明的要求的百分比或其他任何时候由联交所批准的并适用于公司的百分比。
- 5.5 各投资者及担保人同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资 (on a proprietary investment basis)，并将按公司、独家保荐人及 / 或整体协调人的合理要求向公司、独家保荐人及 / 或整体协调人提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得，担保人须确保投资者不会且两者须促使其各自的股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的 H 股（投资者股份除外）或在香港公开发售中申请认购 H 股。
- 5.6 投资者、担保人及其各自的联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、监事、高级职员、雇员或代理订立任何与上市规则（包括联交所新上市申请人指南第 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。
- 5.7 投资者将使用内部资源，而不是获得外部融资，为其认购投资者股份提供资金。

6. 承认、声明、承诺及保证

- 6.1 各投资者及担保人共同及个别向公司、独家保荐人和整体协调人承认、同意及确认：
- (a) 公司、独家保荐人及整体协调人及他们各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或者就发售价将属于公开文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公开文件所列的指示范围向投资者及担保人承担任何责任；
 - (b) 本协议、投资者及担保人的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者及担保人将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须就全球发售或按照公司（清盘及杂项条文）条例及上市规则将其核证副本向香港监管机关备案及于联交所网站及公司网站展示；
 - (c) 发售价通过公司与整体协调人（为其自身及代表承销商）之间的协议，按照全球发售的条款及条件以单独且排他地厘定，投资者及担保人无权就此提出任何异议；
 - (d) 投资者将通过整体协调人及 / 或其联属人士（以国际发售的国际承销商的国际代表身份）认购投资者股份；
 - (e) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
 - (f) 投资者股份数目可能会受根据上市规则第 18 项应用指引及联交所新上市申请人指南第 4.14 章在国际发售与香港公开发售之间进行的 H 股重新分配或联交所不时批准、适用于公司的其他比例所影响；

- (g) 公司和整体协调人可酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08(3)条及第 18A.07 条的要求；
- (h) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司、独家保荐人及 / 或整体协调人已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；
- (j) 投资者及担保人理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 投资者及担保人明白，公司、独家保荐人、整体协调人、资本市场中介人或国际发售的任何一名国际承销商并未有就证券法第 144A 条适用性、投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144A 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (l) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 投资者及担保人己收到（及可能日后收到）与其及其联属人士投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者、担保人或其各自的任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则（“need-to-know basis”），即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者、担保人的联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“**授权接收人**”）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(m)条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(m)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其联属人士或联系人的 H 股或其他证券或衍生工具；
- (n) 以保密基准提供予投资者及 / 或担保人及 / 或其各自的代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或担保人及 / 或其各自的代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者及 / 或担保人于决定是否投资于投资者股份时不应加以依赖。为免生疑问：

- (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者、担保人及 / 或其各自的代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者、担保人及 / 或其各自的代表的材料中均无任何内容应构成任何合同或承诺的依据；
- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）予投资者、担保人及 / 或其各自的代表的材料作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供（无论以书面还是口头形式）或交付予投资者及 / 或担保人的材料于订立本协议后可能会进一步作出修订，故投资者及 / 或担保人于决定是否投资于投资者股份时不应加以依赖，且投资者特此同意该等修订（如有）并放弃与该等修订（如有）相关的权利；
- (o) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约或招揽购买任何证券的要约邀请；
- (p) 投资者、担保人或其任何附属人士或代其行事的任何人士未曾亦不会从事任何与 H 股相关的定向销售工作（定义见 S 规例）；
- (q) 投资者及担保人已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有信息，并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜咨询公司、独家保荐人或整体协调人并获得答复，且公司已就于投资者股份的投资向投资者及担保人或其各自的代理提供投资者或其代表要求的所有文件及信息；
- (r) 在作出投资决定时，各投资者及担保人于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的信息，而非任何其他可能已由公司、独家保荐人及 / 或整体协调人或其代表（包括其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）提供予投资者及 / 或担保人的信息，公司、独家保荐人、整体协调人及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等信息或材料的准确性或完整性发表任何声明及作出任何保证或承诺，且公司、独家保荐人、整体协调人及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会对投资者或担保人或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士因上述人士使用或依赖该等信息或材料，或其他在国际发售通函中未包含的任何信息而产生的后果负任何责任；
- (s) 独家保荐人、整体协调人、资本市场中介人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终稿国际发售通函另有规定外，公司及其各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他

事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；

- (t) 各投资者及担保人将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 各投资者及担保人已自行对公司及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括但不限于税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或任何独家保荐人、整体协调人、资本市场中介人或有关全球发售的承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人、整体协调人或其各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (v) 投资者及担保人确认现时并无投资者股份的公开市场，而公司、独家保荐人、整体协调人、承销商或彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、代表、联系人、伙伴及顾问以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开市场；
- (w) 任何 H 股买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对 H 股交易的限制）；
- (x) 在全球发售基于任何理由而不能完成的情况下，公司、独家保荐人、整体协调人、承销商以及参与全球发售的任何其他方或其各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或担保人或其各自附属公司承担的责任；
- (y) 公司和整体协调人对决定变更或调整 (i) 向全球发售分配的 H 股数目或其中任何部分；及 (ii) 香港公开发售及国际发售分别将予发行的 H 股数目或其中任何部分，拥有绝对酌情权；
- (z) 各投资者及担保人已同意于上市日期上午 8 时前（香港时间）或根据第 4.5 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；
- (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公司认可；
- (bb) 担保人直接完全实益拥有投资者；及
- (cc) 如所有与境内合格机构投资者或境内合格有限合伙人进行境外证券投资相关的中国适用法律法规所定义，倘投资者通过境内合格机构投资者或境内合格有限合伙人进行投资，则投资者无条件及不可撤销地向公司、独家保荐人和整体协调人作出承诺及保证；

- (i) 其将促使境内合格机构投资者或境内合格有限合伙人向公司、独家保荐人和整体协调人交付一份有效签署的、有约束力的且可执行的承诺（其形式和内容令公司、独家保荐人和整体协调人满意），以承诺境内合格投资者或境内合格有限合伙人将受本协议所产生的或本协议项下的或与本协议相关的所有投资者责任、承诺、声明、保证、弥偿及责任的约束，并提供、作出及履行前述各项义务和责任（统称“**投资者责任**”）；及
- (ii) 其将促使境内合格机构投资者或境内合格有限合伙人及时尽职履行并遵守所有投资者责任。

6.2 各投资者及担保人共同及个别向公司、独家保荐人和整体协调人作出进一步声明、保证及承诺：

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

促使或促成他人提供有关信息（包括投资者股份的最终实益拥有人（如有）及／或发出有关收购的指示的最终负责人的身份信息），并同意及赞成披露该等信息。各投资者及担保人进一步授权公司、独家保荐人、整体协调人或其各自的联属人士向有关监管机构披露其可能要求的与本协议项下的交易相关的全部信息；

- (j) 各投资者及担保人在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有信息；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；
- (k) 其日常业务为买卖股票或债券或其为专业投资者且其就本协议项下的交易而言并非系任何独家保荐人或整体协调人的客户而签订本协议；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（依赖证券法 S 规例）中进行，且其并非美国人士；
- (n) 投资者将豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者将使用自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及计划获得贷款或其他形式的融资；
- (p) 各投资者、其实益拥有人及／或联系人并非全球发售的任何独家保荐人、整体协调人、联席全球协调人、账簿管理人、牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何承销商的“关连客户”。“关连客户”、“牵头经纪商”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) 投资者、担保人、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）或监事或其联系人或上述任何人士的代名人；
- (s) 投资者并未且不会与任何“分销商”（定义见证券法 S 规例）就分派 H 股订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (t) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、联交所发布的新上市申请人指南第 2.3 章及第 4.15 章的规定及法律适用的进行；
- (u) 投资者及其紧密联系人（定义见上市规则）（直接或间接）所持公司已发行股份总数不得导致公众人士（定义见上市规则）持有的公司证券总数低于上市规则规定的百分比或联交所另行批准的百分比；

- (v) 投资者、担保人、其实益拥有人及 / 或联系人概无以公司、公司的附属公司、公司的任何关连人士、独家保荐人、整体协调人、资本市场中介人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人，且与该等人士并无关连。
- (w) 投资者或其任何附属人士均未收到或预期收到任何公司（或其任何附属人士及股东）通过附属协议或其他方式，分配的除根据本协议约定按照发行价计的 H 股保证分配之外的股份；
- (x) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；
- (y) 投资者或担保人或其 / 彼等各自的任何联系人除根据本协议以外，概无申请全球发售项下的任何 H 股；
- (z) 担保人无条件及不可撤销地承诺保证投资者（包括本协议规定的投资者的任何及所有受让人）适当并按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、承认、确认及约定；及倘及无论何时投资者于履行或达成任何投资者义务（包括付款义务）时因任何原因而违反任何规定，则担保人应立即按要求以本协议规定的方式无条件履行或促使履行、达成或促使达成与上述违约情形有关的投资者义务（包括付款义务，视情况而定），以便公司、独家保荐人和整体协调人获赋予在投资者已适当履行及达成付款义务等投资者义务的情况下其应得的利益。该担保构成一项直接的、主要的及无条件的义务，一经要求即向公司、独家保荐人和整体协调人支付投资者按照本协议规定有责任支付的任何款项，且一经要求立即履行投资者在本协议项下的义务，无需要求公司、独家保荐人和整体协调人事先对投资者或任何其他人士采取措施，该担保应为持续担保，因此在所有投资者义务（包括付款义务）均获履行或达成前将一直有效；及
- (aa) 担保人同意并承诺 (i) 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；及 (ii) 未经公司、独家保荐人和整体协调人的事先书面同意，不得在禁售期内直接或间接出售其在投资者的法定或实益权益。

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

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

7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条、第 4.6 条、第 4.7 条或第 10.16 条的规定终止；
- (b) 若于国际发售结束时或之前，各方严重违反本协议（包括但不限于各方于本协议下所作任何承认、声明、承诺及保证在任何方面属不准确、失实或具误导），可由公司、独家保荐人或任何整体协调人、投资者、投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）、担保人单独终止；或
- (c) 在获得各方的书面同意的情况下终止。

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

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

8. 公布及保密

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

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

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

9. 通知

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

如致公司，至：

地址： 中国江苏省泰州市药城大道 907 号 1 号楼 1310 室

电邮： huyanbao@qyuns.net

收件人：胡衍保

如致投资者，至：

地址： 中国江苏省泰州市高新写字楼 2012 室

电邮： tzxyjjcmc@163.com

收件人：秦乐成

如致担保人，至：

地址： 中国江苏省泰州市高新写字楼 2012 室

电邮： tzxyjjcmc@163.com

收件人：秦乐成

如致中金，至：

地址： 香港中环港景街1号国际金融中心一期29楼

传真: (+852) 2872 2100
电邮: gi_jedi@cicc.com.cn
收件人: Jedi 项目组

如致安信, 至:

地址: 香港中环交易广场一座39楼
传真: (+852) 2213 1010
电邮: projectjedi@eif.com.hk
收件人: EIS ECM

- 9.2 任何根据本协议送呈的通知须由专人递送或以传真发送或以电邮发送或以预付邮资的邮件寄送。任何通知倘由专人递送则在送达后, 及倘以传真发送则在收到传送确认后, 及倘以电邮发送则在传送完成后, 以及倘以预付邮资的邮件寄送 (如缺乏经已更早收取的证据), 则在投递 48 小时后 (或倘以航空邮件寄送则在 6 天后), 将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付, 构成对其合法、有效及具约束力的义务, 并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外, 各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权, 且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外, 公司与整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 本协议中规定的各独家保荐人和整体协调人的义务是个别的 (而不是共同的或连带的)。任何独家保荐人或整体协调人均不对其他任一方未能履行其各自在本协议下的义务负责, 而这种未能履行不影响任何其他独家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, 各独家保荐人和整体协调人应有权单独或共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、担保人、公司、独家保荐人和整体协调人应就本协议所需或可能所需或与之相关的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.5 本协议的任何改动或更改均将被视作无效, 惟以书面形式并经所有各方或其代表签署者除外。
- 10.6 本协议仅以中文签订。
- 10.7 除相关各方以书面形式另行协定外, 各方应承担其自身涉及本协议的法律及专业费用、成本及开支, 但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担。
- 10.8 时间应为本协议的要素, 但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。
- 10.9 本协议的所有条文只要能够予以履行或遵守, 即使在投资者根据第 4 条完成购买后, 亦继续保持完全的效力及作用, 惟已履行的事项及其经各方书面同意后予以终止除外。

- 10.10 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.11 除非本第 10.11 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条。
 - (b) 本协议可无需经第 10.11(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.12 独家保荐人和整体协调人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者或担保人提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，相关独家保荐人或整体协调人均应个别地（但非共同的）根据本分条对其转授相关权利、职责、权力及 / 或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并已被要求豁免的一方签署者除外。
- 10.14 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
 - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.15 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可获得或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.16 假如投资者或担保人于上市日期或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人和整体协调人亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者及担保人提出索赔要求的权利。
- 10.17 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

11. 管辖法律及司法管辖权

11.1 本协议受香港法例规管并据此予以诠释。

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

12. 豁免

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

13. 副本

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

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

江苏荃信生物医药股份有限公司

代表签字：



姓名：裘霁宛

职务：执行董事

健鑫醫藥科技有限公司

代表签字:

For and on behalf of
JianXin Medical Technology Limited
健鑫醫藥科技有限公司

.....
Authorized Signature(s)

姓名: 吴志强
职务: 董事

泰州健鑫创业投资有限公司

代表签字:



A handwritten signature in black ink, appearing to be "杨森" (Yang Sen), written over a horizontal line.

姓名: 杨森

职务: 法定代表人兼董事长

中国国际金融香港证券有限公司

代表签字:

A handwritten signature in black ink, consisting of stylized, flowing characters that appear to be 'KSC' followed by a long horizontal stroke.

姓名: Ka Siu Chu

职务: Vice President

安信国际证券（香港）有限公司

代表签字：

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

姓名：Cheung Nga Li

职务：Executive Director, ECM

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于 1500 万美元的港元金额（按招股书的港元兑美元汇率计算）除以(2)发售价（不含投资者将就投资者股份支付的经纪佣金及征费），向下约整至最接近每手 200 H 股的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段、联交所新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间 H 股的重新分配影响。倘香港公开发售对 H 股的总需求属于公司招股书“全球发售的架构—香港公开发售—重新分配和回补”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司和整体协调人可酌情调整分配投资者股份数目以满足上市规则第 8.08(3)条的要求（该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的 H 股数量占比不得超过 50%）及上市规则第 18A.07 条的要求（该条款规定于上市日期，公司总市值至少 3.75 亿港元的已发行股份由公众人士持有，分配给基石投资者的任何股份以及公司现有股东在上市时认购的任何股份概不视为上市规则第 18A.07 条所述的由公众人士持有的已发行股份）。

附表 2

投资者及担保人详情

投资者

注册成立地点：香港上环苏杭街 91-97 号东利商业大厦 19 楼 B3 室

公司注册证书编号：76078069

商业登记号码：76078069-000-01-24-A

主营业务：股权投资

最终控股股东：泰州医药高新技术产业投资发展有限公司

最终控股股东的注册成立地点：中国江苏省泰州市药城大道一号研发大楼

最终控股股东的统一社会信用代码：913212915795254548

最终控股股东的主营业务：投资控股

股东及持有之权益：投资者由担保人持股 100%，担保人由泰州医药高新区华银金融投资有限公司持股 78.3784%，泰州医药高新区华银金融投资有限公司由泰州医药高新技术产业投资发展有限公司作为单一最大股东持股 41.76%。

担保人

注册成立地点：中国江苏省泰州市高新区海陵南路 179 号 B 塔 1711 室

公司统一社会信用代码：91321291058687300D

主营业务：股权投资

最终控股股东：泰州医药高新技术产业投资发展有限公司

最终控股股东的注册成立地点：中国江苏省泰州市药城大道一号研发大楼

最终控股股东的统一社会信用代码：913212915795254548

最终控股股东的主营业务：投资控股

股东及持有之权益：担保人由泰州医药高新区华银金融投资有限公司持股 78.3784%、江苏华泰融供应链管理有限公司持股 10.8108%、泰州华健创业投资有限公司持股 9.4595%、泰州华鑫创业投资管理有限公司持股 1.3513%。泰州医药高新区华银金融投资有限公司由泰州医药高新技术产业投资发展有限公司作为单一最大股东持股 41.76%。

插入招股书的投资者和担保人详情：

Jianxin Medical is a company incorporated in Hong Kong with limited liability, which is wholly owned by Taizhou Jianxin, an existing Shareholder of our Company. Taizhou Jianxin is an investment fund established in the PRC with limited liability focusing on private equity investment in great health industry. Taizhou Jianxin is managed by Taizhou Huaxin as its fund manager. Taizhou Huaxin, a company owned as to approximately 91.25% by Taizhou Huayin, which is owned as to approximately 41.76% by Taizhou Medical High-tech (a company wholly owned by the Finance Bureau of Taizhou Medical New and High-tech Industrial Development Zone, a bureau under Taizhou High-tech Committee), 31.5% by Taizhou Oriental (a company owned as to 90% by Taizhou Medicine, a company wholly owned by Taizhou High-tech Committee) and 10.50% by Taizhou Huacheng (a substantial shareholder of Cellularforce which is owned as to approximately 94.30% by Taizhou Medicine). Jianxin Medical is under common control with Rongjianda (an existing Shareholder of our Company) and Taizhou Huacheng (a substantial shareholder of Cellularforce) and is a close associate of each of Taizhou Jianxin, Rongjianda and Taizhou Huacheng.

2024 年 3 月 11 日

江苏荃信生物医药股份有限公司

和

華東醫藥投資控股（香港）有限公司

和

中国国际金融香港证券有限公司

和

安信国际证券（香港）有限公司

基石投资协议

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本协议（“本协议”）由以下各方于 2024 年 3 月 11 日订立

- (1) 江苏荃信生物医药股份有限公司，一家根据中国法律注册成立的有限公司，其注册地址位于中国江苏省泰州市药城大道 907 号 1 号楼 1310 室及其香港主要营业地址位于香港九龙观塘道 348 号宏利广场 5 楼（“公司”）；
- (2) 華東醫藥投資控股（香港）有限公司，一家根据香港法律注册成立的有限公司，其注册办事处位于 6/F, Manulife place, 348 Kwun Tong Road, KL（“投资者”）；
- (3) 中国国际金融香港证券有限公司，一家根据香港法律注册成立的有限公司，其注册办事处位于香港中环港景街 1 号国际金融中心一期 29 楼（“中金”或“独家保荐人”）；
- (4) 安信国际证券（香港）有限公司，一家根据香港法律注册成立的有限公司，其注册办事处位于香港中环交易广场第一座 39 楼（“安信”）。

（中金及安信作为整体协调人（“整体协调人”）。）

鉴于：

- (A) 公司已申请通过全球发售（“全球发售”）方式将其 H 股于联交所（定义见下文）上市，包括(i) 向香港公众人士以认购要约发售股份（“香港公开发售”）和 (ii) 于美国境外根据证券法（定义见下文）S 规例以离岸交易向投资者（包括香港的专业及机构投资者）有条件发售 H 股（“国际发售”）。
- (B) 中金担任全球发售的独家保荐人，中金和安信担任全球发售的整体协调人。
- (C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项：

1. 释义及诠释

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

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

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

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

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

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

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

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**公司条例**”指香港法例第 622 章公司条例，经不时修订或补充；

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

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

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

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

“**出售**”就任何相关股份而言包括直接或间接；

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

“**全球发售**”具有序文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、执委会、团体、机关或机构或任何证券交易所、自我监管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或

仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

“**H 股**”指公司普通股中拟于联交所上市及交易的股份；

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

“**国际发售**”具有序文(A)项赋予该词的涵义；

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

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

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

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

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

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

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

“招股书”指公司就香港公开发售而在香港刊发的最终招股书；

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

“监管机构”具有第 6.2(i)条赋予该词的涵义；

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

“人民币”指中华人民共和国的法定货币；

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

“证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例赋予该词的涵义；

“美国”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“美元”指美国法定货币；及

“美国人士”具有证券法下的 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

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

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

2. 投资

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

(a) 作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际承销商的代表身份），按发售价认购投资者股份，且公司将发行及配售，且整体协调人将分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份予投资者；及

(b) 投资者将根据第 4.3 条就投资者股份支付投资总额、经纪佣金及征费。

2.2 投资者可选择不迟于上市日期前三个营业日向公司、独家保荐人和整体协调人发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：(i)不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例于美国境外以离岸交易收购投资者股份，但前提是：

(a) 投资者须促使该全资附属公司于该日期向公司、独家保荐人和整体协调人提供书面确认函，表明其同意受投资者在本协议中作出的相同约定、声明、保证、承诺、承认和确认所约束，且投资者在本协议中作出的约定、声明、保证、承诺、承认和确认须视作由投资者为自身及代表该全资附属公司作出；及

(b) 投资者(i) 向公司、独家保荐人和整体协调人无条件及不可撤销地保证，该全资附属公司将妥善及按时履行及遵守其在本协议下的所有约定、义务、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及 (ii) 承诺根据第 6.5 条向获弥偿各方作出悉数及有效弥偿，并按要求确保获弥偿各方一经要求即获得弥偿。

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

2.3 公司和整体协调人（为其自身及代表全球发售的承销商）将以其可能同意的方式厘定发售价。投资者股份的准确数目将由公司和整体协调人（为其自身及代表全球发售的

承销商)根据附表1最终厘定,该厘定将为最终决定并对投资者具约束力,但有明显错误除外。

3. 交割条件

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

- (a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件(根据各自的原始条款或其后经其各方同意的豁免或修订),且前述任何一份承销协议并未终止;
- (b) 发售价已经公司和整体协调人(为其自身及代表全球发售的承销商)商定;
- (c) 联交所会已批准 H 股(包括投资者股份以及其他适用的豁免及批准)的上市及买卖,且有关批准、许可或豁免并无于 H 股于联交所主板开始买卖前撤回;
- (d) 针对本次投资,投资者完成必要的政府或相关监管机构的审批(如适用)以及投资者内部必要审批程序(包括但不限于董事会批准及股东会批准(如适用));
- (e) 任何政府机关并未制定或颁布任何法律,禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成,并且无具有司法管辖权的法院的任何有效命令或禁制令,阻止或禁止该等交易或其各自的完成;及
- (f) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面准确、真实及不具误导性,且投资者没有重大违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天(或经公司、投资者、独家保荐人和整体协调人可能书面同意的其他日期)内或之前达成或前述各项条件仍未获各方豁免(但第 3.1(a)条、3.1(b)条、3.1(c)条、3.1(d)条及 3.1(e)条所载的条件不可豁免,第 3.1(f)条所载的条件仅可由公司、独家保荐人和整体协调人豁免),则投资者认购投资者股份的义务,以及公司和整体协调人各自发行、配售、分配及 / 或交付(视情况而定)或促使发行、配售、分配及 / 或交付(视情况而定)投资者股份的义务将告终止,而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快(但无论如何不迟于三十(30)天)退还予投资者,且本协议亦即时告终止及无效,而公司、独家保荐人及 / 或整体协调人的所有义务与法律责任即时停止及终止,惟根据本第 3.2 条终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问,本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

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

4. 交割

- 4.1 受限于第3条和本第4条，根据国际发售及作为其中一部分，投资者将通过整体协调人（及／或其联属人士）（作为国际发售有关部分的国际承销商的国际代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时于公司和整体协调人确定的时间以其确定的方式被认购。
- 4.2 假如根据公司和整体协调人的意见，公司不能满足上市规则第8.08(3)条有关的规定（即于上市日期，公司持股量最高的三名公众股东实益拥有不超过50%公众所持H股）及/或上市规则第18A.07条有关的规定（即于上市日期，公司总市值至少3.75亿港元的已发行股份由公众人士持有，分配给基石投资者的任何股份以及公司现有股东在上市时认购的任何股份概不视为上市规则第18A.07条所述的由公众人士持有的已发行股份），则公司和整体协调人可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第8.08(3)条及第18A.07条的规定。
- 4.3 投资者应于上市日期上午8时前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至整体协调人在不迟于上市日期前一(1)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。
- 4.4 受限于按照第4.3条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的投资者参与者账户或股份账户，该等账户信息由投资者于不迟于上市日期前两(2)个营业日以书面形式告知整体协调人。
- 4.5 投资者股份亦可以公司、独家保荐人、整体协调人及投资者于不迟于上市日期前两(2)个营业日以书面协定的任何其他方式进行交付。
- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人和整体协调人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人和整体协调人各自的所有义务及责任将实时告结束及终止（惟不损害公司、独家保荐人和整体协调人因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第6.5条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。
- 4.7 倘公司、独家保荐人和整体协调人彼等各自的联属人士，因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、国家、国际或地区性的紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发和其他自然灾害、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动的威胁和升级、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、HSN1、MERS及COVID-19）的爆发或升级、有关疾病或流行病的政策、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或器械或电气故障、计算机故障、任何货币传输系统故障、银行系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况等，无法履行或延迟履行本协议下的义务，则公司、独家保荐人或整体协调人（视情况而定）均无需（不论共同或个别）就任何无法履行或延迟履行本协议下的义务的情形负责。

5. 对投资者的限制

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

规则第 8.08 条列明的要求的百分比或其他任何时候由联交所批准的并适用于公司的百分比。

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

6. 承认、声明、承诺及保证

6.1 投资者向公司、独家保荐人和整体协调人承认、同意及确认：

- (a) 公司、独家保荐人及整体协调人及他们各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期限或任何时间）进行或完成，或者就发售价将属于公开文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公开文件所列的指示范围向投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须就全球发售或按照公司（清盘及杂项条文）条例及上市规则将其核证副本向香港监管机关备案及于联交所网站及公司网站展示；
- (c) 发售价通过公司与整体协调人（为其自身及代表承销商）之间的协议，按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；
- (d) 投资者将通过整体协调人及 / 或其联属人士（以国际发售的国际承销商的国际代表身份）认购投资者股份；
- (e) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；
- (f) 投资者股份数目可能会受根据上市规则第 18 项应用指引及联交所新上市申请人指南第 4.14 章在国际发售与香港公开发售之间进行的 H 股重新分配或联交所不时批准、适用于公司的其他比例所影响；
- (g) 公司和整体协调人可酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08(3)条及第 18A.07 条的要求；

- (h) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司、独家保荐人及 / 或整体协调人已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；
- (i) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；
- (j) 投资者理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (k) 投资者明白，公司、独家保荐人、整体协调人、资本市场中介人或国际发售的任何一名国际承销商并未有就证券法第 144A 条适用性、投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144A 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (l) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (m) 投资者已收到（及可能日后收到）与其及其联属人士投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则（“need-to-know basis”），即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(m)条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(m)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其联属人士或联系人的 H 股或其他证券或衍生工具；
- (n) 以保密基准提供予投资者及 / 或其代表的本协议、招股书草稿及初步发售通函草稿所载资料及任何其他可能已提供（无论以书面还是口头形式）予投资者及 / 或其代表的任何其他材料，不得复制、披露、流通或散布予任何其他人士，且按上述方式提供的该等资料及材料可能会有改动、更新、修订及完善，投资者于决定是否投资于投资者股份时不应加以依赖。为免生疑问：
- (i) 在任何禁止要约、招揽或出售的司法辖区，招股书草稿或初步发售通函草稿或任何其他可能已提供（无论书面还是口头形式）予投资者及 / 或其代表的材料并不构成收购、购买或认购任何证券的邀请或要约或招揽，而招股书草稿或初步发售通函草稿或任何其他可能已提供（无论以书面还是口

头形式)予投资者及/或其代表的材料中均无任何内容应构成任何合同或承诺的依据;

- (ii) 不得依据初步发售通函草稿或招股书草稿或任何其他可能已提供(无论以书面还是口头形式)予投资者及/或其代表的材料作出或接受任何认购、收购或购买任何H股或其他证券的要约或邀请;及
- (iii) 初步发售通函草稿或招股书草稿或任何其他可能已提供(无论以书面还是口头形式)或交付予投资者的材料于订立本协议后可能会进一步作出修订,故投资者于决定是否投资于投资者股份时不应加以依赖,且投资者特此同意该等修订(如有)并放弃与该等修订(如有)相关的权利;
- (o) 本协议并不共同或个别构成在美国或法律禁止该等发售的任何其他司法辖区发售证券的要约或招揽购买任何证券的要约邀请;
- (p) 投资者或其任何附属人士或代其行事的任何人士未曾亦不会从事任何与H股相关的定向销售工作(定义见S规例);
- (q) 投资者已获得其认为对评估收购投资者股份的利弊及风险必要或有利的的所有信息,并已获取机会就公司、投资者股份或其认为对评估收购投资者股份的利弊及风险必要或有利的其他相关事宜咨询公司、独家保荐人或整体协调人并获得答复,且公司已就于投资者股份的投资向投资者或其代理提供投资者或其代表要求的所有文件及信息;
- (r) 在作出投资决定时,投资者于此日期或之前一直依赖且将仅依赖由公司刊发的国际发售通函所提供的信息,而非任何其他可能已由公司、独家保荐人及/或整体协调人或其代表(包括其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士)提供予投资者的信息,公司、独家保荐人、整体协调人及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士概不就国际发售通函未包含的任何该等信息或材料的准确性或完整性发表任何声明及作出任何保证或承诺,且公司、独家保荐人、整体协调人及其各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士目前不会且将来亦不会对投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及附属人士因上述人士使用或依赖该等信息或材料,或其他在国际发售通函中未包含的任何信息而产生的后果负任何责任;
- (s) 独家保荐人、整体协调人、资本市场中介人、其他承销商及其各自的董事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议;且除最终稿国际发售通函另有规定外,公司及其各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、附属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议;

- (t) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (u) 投资者已自行对公司及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括但不限于税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或任何独家保荐人、整体协调人、资本市场中介人或有关全球发售的承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人、整体协调人或其各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (v) 投资者确认现时并无投资者股份的公开市场，而公司、独家保荐人、整体协调人、承销商或彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、代表、联系人、伙伴及顾问以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开市场；
- (w) 任何 H 股买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对 H 股交易的限制）；
- (x) 在全球发售基于任何理由而不能完成的情况下，公司、独家保荐人、整体协调人、承销商以及参与全球发售的任何其他方或其各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司承担的责任；
- (y) 公司和整体协调人对决定变更或调整 (i) 向全球发售分配的 H 股数目或其中任何部分；及 (ii) 香港公开发售及国际发售分别将予发行的 H 股数目或其中任何部分，拥有绝对酌情权；
- (z) 投资者已同意于上市日期上午 8 时前（香港时间）或根据第 4.5 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；及
- (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公司认可。

6.2 投资者向公司、独家保荐人和整体协调人作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股书草稿或初步发售通函草稿等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；

- (d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（“**批准**”）均已获得且完全有效，而该等批准概不受未实施或履行之任何先决条件所限；
- (h) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (i) 其已且将遵守与认购投资者股份相关的所有司法辖区的所有适用法律，包括但不限于按联交所、证监会及其他政府部门（包括但不限于适用政府、公共、货币或监管部门或机构或证券交易所）（“**监管机构**”）的规定，应要求及时以直接或间接通过公司、独家保荐人及／或整体协调人的方式向监管机构提供或促使或促成他人提供有关信息（包括投资者股份的最终实益拥有人（如有）及／或发出有关收购的指示的最终负责人的身份信息），并同意及赞成披露该等信息。投资者进一步授权公司、独家保荐人、整体协调人或其各自的联属人士向有关监管机构披露其可能要求的与本协议项下的交易相关的全部信息；
- (j) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有信息；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；
- (k) 其日常业务为买卖股票或债券或其为专业投资者且其就本协议项下的交易而言并非系任何独家保荐人或整体协调人的客户而签订本协议；
- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（依赖证券法 S 规例）中进行，且其并非美国人士；
- (n) 投资者将豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者将使用自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及计划获得贷款或其他形式的融资；

- (p) 各投资者、其实益拥有人及／或联系人并非全球发售的任何独家保荐人、整体协调人、联席全球协调人、账簿管理人、牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何承销商的“关连客户”。“关连客户”、“牵头经纪商”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (q) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“**全权管理投资组合**”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (r) 投资者及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）或监事或其联系人或上述任何人士的代名人；
- (s) 投资者并未且不会与任何“分销商”（定义见证券法 S 规例）就分派 H 股订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (t) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、联交所发布的新上市申请人指南第 2.3 章及第 4.15 章的规定及法律适用的进行；
- (u) 投资者及其紧密联系人（定义见上市规则）（直接或间接）所持公司已发行股份总数不得导致公众人士（定义见上市规则）持有的公司证券总数低于上市规则规定的百分比或联交所另行批准的百分比；
- (v) 投资者、其实益拥有人及 / 或联系人概无以公司、公司的附属公司、公司的任何关连人士、独家保荐人、整体协调人、资本市场中介人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人，且与该等人士并无关连。
- (w) 投资者或其任何联属人士均未收到或预期收到任何公司（或其任何联属人士及股东）通过附属协议或其他方式，分配的除根据本协议约定按照发行价计的 H 股保证分配之外的股份；
- (x) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；及
- (y) 投资者或其任何联系人除根据本协议以外，概无申请全球发售项下的任何 H 股。

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

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

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

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

7. 终止

7.1 本协议可于下列情况下予以终止：

- (a) 根据第 3.2 条、第 4.6 条、第 4.7 条或第 10.16 条的规定终止；
- (b) 若于国际发售结束时或之前，投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）严重违反本协议（包括但不限于投资者于本协议下所作任何承认、声明、承诺及保证在任何方面属不准确、失实或具误导），可由公司、独家保荐人或任何整体协调人单独终止；或
- (c) 在获得各方的书面同意的情况下终止。

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

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

8. 公布及保密

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

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

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

9. 通知

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

如致公司，至：

地址： 中国江苏省泰州市药城大道 907 号 1 号楼 1310 室

电邮： huyanbao@qyuns.net

收件人：胡衍保

如致投资者，至：

地址： 中国浙江省杭州市拱墅区莫干山路 858 号华东医药

传真： 86-571-89908875

电邮： feiyangshen@eastchinapharm.com

收件人：沈飞阳

如致中金，至：

地址： 香港中环港景街1号国际金融中心一期29楼

传真： (+852) 2872 2100

电邮： gi_jedi@cicc.com.cn

收件人：Jedi 项目组

如致安信，至：

地址： 香港中环交易广场一座39楼
传真： (+852) 2213 1010
电邮： projectjedi@eif.com.hk
收件人： EIS ECM

- 9.2 任何根据本协议送呈的通知须由专人送递或以传真发送或以电邮发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以传真发送则在收到传送确认后，及倘以电邮发送则在传送完成后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外，公司与整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 本协议中规定的各独家保荐人和整体协调人的义务是个别的（而不是共同的或连带的）。任何独家保荐人或整体协调人均不对其他任一方未能履行其各自在本协议下的义务负责，而这种未能履行不影响任何其他独家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，各独家保荐人和整体协调人应有权单独或共同执行其在本协议下的任何或所有权利。
- 10.4 投资者、公司、独家保荐人和整体协调人应就本协议所需或可能所需或与之相关的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.5 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。
- 10.6 本协议仅以中文签订。
- 10.7 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担。
- 10.8 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。
- 10.9 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第4条完成购买后，亦继续保持完全的效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。
- 10.10 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。

- 10.11 除非本第 10.11 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条。
 - (b) 本协议可无需经第 10.11(a)条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.12 独家保荐人和整体协调人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，相关独家保荐人或整体协调人均应个别地（但非共同的）根据本分条对其转授相关权利、职责、权力及 / 或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.14 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或
 - (b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。
- 10.15 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可获得或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.16 假如投资者于上市日期或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人和整体协调人亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。
- 10.17 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

11. 管辖法律及司法管辖权

- 11.1 本协议受香港法例规管并据此予以诠释。

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

12. 豁免

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

13. 副本

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

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

江苏荃信生物医药股份有限公司

代表签字：



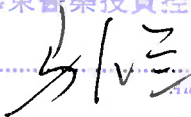
姓名：裘霁宛

职务：执行董事

華東醫藥投資控股（香港）有限公司

代表簽字：

For and on behalf of
HUADONG MEDICINE INVESTMENT HOLDING (HONGKONG) LIMITED
華東醫藥投資控股(香港)有限公司


.....
Authorized Signature(s)

姓名：马红兰

职务：董事

中国国际金融香港证券有限公司

代表签字:

A handwritten signature in black ink, consisting of stylized, flowing characters that appear to be 'K', 'S', 'C', and 'H'.

姓名: Ka Siu Chu

职务: Vice President

安信国际证券（香港）有限公司

代表签字：

A handwritten signature in black ink, consisting of stylized, overlapping strokes that form a unique, cursive-like mark.

姓名：Cheung Nga Li

职务：Executive Director, ECM

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于 500 万美元的港元金额（按招股书的港元兑美元汇率计算）除以(2)发售价（不含投资者将就投资者股份支付的经纪佣金及征费），向下约整至最接近每手 200 H 股的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段、联交所新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间 H 股的重新分配影响。倘香港公开发售对 H 股的总需求属于公司招股书“全球发售的架构—香港公开发售—重新分配和回补”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司和整体协调人可酌情调整分配投资者股份数目以满足上市规则第 8.08(3)条的要求（该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的 H 股数量占比不得超过 50%）及上市规则第 18A.07 条的要求（该条款规定于上市日期，公司总市值至少 3.75 亿港元的已发行股份由公众人士持有，分配给基石投资者的任何股份以及公司现有股东在上市时认购的任何股份概不视为上市规则第 18A.07 条所述的由公众人士持有的已发行股份）。

附表 2

投资者详情

投资者

注册成立地点：6/F, Manulife place, 348 Kwun Tong Road, KL

公司注册证书编号：2713589

商业登记号码：69550125-000-06-23-5

主营业务：股权投资

最终控股股东：华东医药股份有限公司（股份代码：000963）

最终控股股东的注册成立地点：浙江省杭州市拱墅区中山北路 439 号 4、7 楼

最终控股股东的商业登记号码：91330100143083157E

最终控股股东的主营业务：药品，医疗器械

股东及持有之权益：投资者由华东医药股份有限公司持股 100%

插入招股书的投资者详情：

Huadong Investment is a company incorporated in Hong Kong with limited liability focusing on equity investment in life sciences and healthcare sectors. It is a wholly-owned subsidiary of Huadong Medicine, a leading PRC pharmaceutical company whose shares are listed on the Shenzhen Stock Exchange (stock code: 000963). The business of Huadong Medicine covers the whole pharmaceutical industrial chain, integrating R&D, manufacturing and sales of medicine. To the best of our Directors' knowledge, information and belief after making all reasonable enquiries and as confirmed by Huadong Investment, approvals from Huadong Medicine and its shareholders or the Shenzhen Stock Exchange are not required for the subscription for the Offer Shares by Huadong Investment pursuant to the relevant Cornerstone Investment Agreement.

Huadong Medicine is also the sole shareholder of Zhongmei Huadong, a substantial Shareholder of our Company. For details of Zhongmei Huadong, see “History and Corporate Structure—Pre-IPO Investments—Information Relating to Our Pre-IPO Investors” in this prospectus.

2024 年 3 月 11 日

江苏荃信生物医药股份有限公司

和

Beevest Capital Limited

和

中国国际金融香港证券有限公司

和

安信国际证券（香港）有限公司

基石投资协议

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本协议（“本协议”）由以下各方于 2024 年 3 月 11 日订立

- (1) **江苏荃信生物医药股份有限公司**，一家根据中国法律注册成立的有限公司，其注册地址位于中国江苏省泰州市药城大道 907 号 1 号楼 1310 室及其香港主要营业地址位于香港九龙观塘道 348 号宏利广场 5 楼（“公司”）；
- (2) **Beevest Capital Limited**，一家根据英属维尔京群岛法律注册成立的公司，其注册办事处位于 Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands（“投资者”）；
- (3) **中国国际金融香港证券有限公司**，一家根据香港法律注册成立的公司，其注册办事处位于香港中环港景街 1 号国际金融中心一期 29 楼（“中金”或“独家保荐人”）；
- (4) **安信国际证券（香港）有限公司**，一家根据香港法律注册成立的公司，其注册办事处位于香港中环交易广场第一座 39 楼（“安信”）。

（中金及安信作为整体协调人（“整体协调人”）。）

鉴于：

- (A) 公司已申请通过全球发售（“全球发售”）方式将其 H 股于联交所（定义见下文）上市，包括(i) 向香港公众人士以认购要约发售股份（“香港公开发售”）和 (ii) 于美国境外根据证券法（定义见下文）S 规例以离岸交易向投资者（包括香港的专业及机构投资者）有条件发售 H 股（“国际发售”）。
- (B) 中金担任全球发售的独家保荐人，中金和安信担任全球发售的整体协调人。
- (C) 投资者有意受限于及根据本协议载列的条款及条件认购国际发售中的投资者股份（定义见下文）。

订约各方谨此同意以下各项：

1. 释义及诠释

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

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

“**投资总额**”等于发售价乘以投资者股份数目的总金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

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

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

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

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

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

“**交割**”指本协议条款及条件规定的投资者股份认购交割；

“**公司条例**”指香港法例第 622 章公司条例，经不时修订或补充；

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

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

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

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

“**出售**”就任何相关股份而言包括直接或间接；

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

“**全球发售**”具有序文(A)项赋予该词的涵义；

“**政府机关**”指任何政府、监管或行政委员会、执委会、团体、机关或机构或任何证券交易所、自我监管机构或其他非政府监管机构，或任何法院、司法机构、仲裁庭或

仲裁员，在各种情况下不论国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家；

“**集团**”指公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有序文(A)项赋予该词的涵义；

“**H 股**”指公司普通股中拟于联交所上市及交易的股份；

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

“**国际发售**”具有序文(A)项赋予该词的涵义；

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

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

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

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

“**上市日期**”指 H 股股份首次于联交所主板上市的日期；

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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

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

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

“**招股书**”指公司就香港公开发售而在香港刊发的最终招股书；

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

“**监管机构**”具有第 6.2(i)条赋予该词的涵义；

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

“**人民币**”指中华人民共和国的法定货币；

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

“**证监会**”指香港证券及期货事务监察委员会；

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

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例赋予该词的涵义；

“**美国**”指美利坚合众国、其领土及属地、任何美国州及哥伦比亚特区；

“**美元**”指美国法定货币；及

“**美国人士**”具有证券法下的 S 规例赋予该词的涵义。

1.2 在本协议中，除非上下文另有规定：

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

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

2. 投资

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

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

2.2 投资者可不迟于上市日期前三个营业日向公司、独家保荐人和整体协调人发出书面通知，通过投资者的满足以下条件的全资附属公司认购投资者股份：(i)不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例于美国境外以离岸交易收购投资者股份，但前提是：

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

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

2.3 公司和整体协调人（为其自身及代表全球发售的承销商）将以其可能同意的方式厘定发售价。投资者股份的准确数目将由公司和整体协调人（为其自身及代表全球发售的

承销商)根据附表1最终厘定,该厘定将为最终决定并对投资者具约束力,但有明显错误除外。

3. 交割条件

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

- (a) 香港公开发售和国际发售的承销协议在不迟于该等承销协议指定的时间及日期前订立并变为有效及无条件(根据各自的原始条款或其后经其各方同意的豁免或修订),且前述任何一份承销协议并未终止;
- (b) 发售价已经公司和整体协调人(为其自身及代表全球发售的承销商)商定;
- (c) 联交所已批准 H 股(包括投资者股份以及其他适用的豁免及批准)的上市及买卖,且有关批准、许可或豁免并无于 H 股于联交所主板开始买卖前撤回;
- (d) 针对本次投资,投资者完成必要的政府或相关监管机构的审批(如适用)以及投资者内部必要审批程序(包括但不限于董事会批准及股东会批准(如适用));
- (e) 任何政府机关并未制定或颁布任何法律,禁止全球发售项下预期的交易或本协议拟进行的交易或其各自的完成,并且无具有司法管辖权的法院的任何有效命令或禁制令,阻止或禁止该等交易或其各自的完成;及
- (f) 投资者在本协议中作出的各项陈述、保证、承诺、确认及承认在所有方面准确、真实及不具误导性,且投资者没有重大违反本协议。

3.2 倘第 3.1 条所载各项条件并未于本协议日期后的第一百八十(180)天(或经公司、投资者、独家保荐人和整体协调人可能书面同意的其他日期)内或之前达成或前述各项条件仍未获各方豁免(但第 3.1(a)条、3.1(b)条、3.1(c)条及 3.1(d)及 3.1(e)条所载的条件不可豁免,第 3.1(f)条所载的条件仅可由公司、独家保荐人和整体协调人豁免),则投资者认购投资者股份的义务,以及公司和整体协调人各自发行、配售、分配及 / 或交付(视情况而定)或促使发行、配售、分配及 / 或交付(视情况而定)投资者股份的义务将告终止,而投资者根据本协议向任何其他方支付的任何款额将由该其他方不计利息在商业可行的情况下尽快(但无论如何不迟于三十(30)天)退还予投资者,且本协议亦即时告终止及无效,而公司、独家保荐人及 / 或整体协调人的所有义务与法律责任即时停止及终止,惟根据本第 3.2 条终止本协议不会损害于本协议终止时或之前任何一方对其他各方就本协议条款已经发生的权利或责任。为免生疑问,本条内容概不构成给与投资者更正或补救到本条前述日期为止期间任何违反其各自在本协议项下作出的各项陈述、保证、承诺、确认及承认的权利。

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

4. 交割

- 4.1 受限于第3条和本第4条，根据国际发售及作为其中一部分，投资者将通过整体协调人（及／或其联属人士）（作为国际发售有关部分的国际承销商的国际代表）按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时于公司和整体协调人确定的时间以其确定的方式被认购。
- 4.2 假如根据公司和整体协调人的意见，公司不能满足上市规则第8.08(3)条有关的规定（即于上市日期，公司持股量最高的三名公众股东实益拥有不超过50%公众所持H股）及/或上市规则第18A.07条有关的规定（即于上市日期，公司总市值至少3.75亿港元的已发行股份由公众人士持有，分配给基石投资者的任何股份以及公司现有股东在上市时认购的任何股份概不视为上市规则第18A.07条所述的由公众人士持有的已发行股份），则公司和整体协调人可全权酌情调整投资者认购的投资者股份的数量分配，以确保符合上市规则第8.08(3)条及第18A.07条的规定。
- 4.3 投资者应于上市日期上午8时前（香港时间）以即时可用的港元资金将全数投资总额，连同相关经纪佣金及征费（不得作出任何扣减或抵销），电汇至整体协调人 在不迟于上市日期前一(1)个营业日书面通知投资者的港元银行账户。有关通知将包括，但不限于，付款账户详情及投资者于本协议项下应付的款项总额。
- 4.4 受限于按照第4.3条按时支付投资者股份股款的规限下，向投资者交付投资者股份（视情况而定）须通过以下方式进行：将投资者股份直接存入中央结算系统中的投资者参与者账户或股份账户，该等账户信息由投资者于不迟于上市日期前两(2)个营业日以书面形式告知整体协调人。
- 4.5 投资者股份亦可以公司、独家保荐人、整体协调人及投资者于不迟于上市日期前两(2)个营业日以书面协定的任何其他方式进行交付。
- 4.6 倘投资总额及相关经纪佣金及征费（不论全部或部分）并未按本协议规定的时间及方式收取或结清，则公司、独家保荐人和整体协调人各自保留全权酌情终止本协议的权利，而在此情况下，公司、独家保荐人和整体协调人各自的所有义务及责任将实时告结束及终止（惟不损害公司、独家保荐人和整体协调人因投资者未能履行其于本协议下的义务而可能向投资者提出任何申索的权利）。在任何情况下，投资者须就获弥偿各方可能根据第6.5条因投资者未能悉数支付投资总额及相关经纪佣金及征费或与此相关的原因而蒙受或引致的任何损失、费用、开支、申索、责任、程序及损害赔偿承担全部责任，投资者并就此向获弥偿各方作出弥偿保证，保证他们免受损害，并向他们作出除税后的全额弥偿，保证其不受侵害及适数获得弥偿。
- 4.7 倘公司、独家保荐人和整体协调人彼等各自的联属人士，因其无法控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、国家、国际或地区性的紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发和其他自然灾害、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动的威胁和升级、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、HSN1、MERS 及 COVID-19）的爆发或升级、有关疾病或流行病的政策、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、飞机碰撞、技术故障、意外或器械或电气故障、计算机故障、任何货币传输系统故障、银行系统故障、禁运、劳资纠纷以及任何现有或未来的法律或政府行动发生改变或类似情况等，无法履行或延迟履行本协议下的义务，则公司、独家保荐人或整体协调人（视情况而定）均无需（不论共同或个别）就任何无法履行或延迟履行本协议下的义务的情形负责。

5. 对投资者的限制

- 5.1 受限于第 5.3 条，投资者（为其自身及代表投资者附属公司（倘若投资者股份由投资者附属公司持有））同意并向公司、独家保荐人和整体协调人承诺和保证，在未获公司、独家保荐人和整体协调人事先书面同意前，其不会于自上市日期起（包括上市日期）的六(6)个月期间（“**禁售期**”）的任何时间直接或间接 (i) 以任何方式出售任何相关股份或处置于任何持有相关股份的任何公司或实体中的任何权益，包括任何可转换为、可交换为或行使后取得前述证券的其他证券，或任何附有收取前述证券权利的其他证券；(ii) 同意、订约或公开公布有意与第三方订立一项出售相关股份的交易；(iii) 允许其自身在最终实益拥有人层级进行控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或 (iv) 订立与任何上述交易直接或间接具有相同经济影响的任何交易。
- 5.2 公司、独家保荐人和整体协调人确认，禁售期届满后，投资者（为其自身及代表投资者附属公司（倘若投资者股份由投资者附属公司持有））可自由出售任何相关股份，但前提是投资者须尽一切努力确保任何有关出售不会导致 H 股出现混乱或虚假市场，且另一方面符合所有主管司法管辖机构的证券交易相关所有适用法律、法规及规则（包括公司条例、公司（清盘及杂项条文）条例、证券及期货条例、上市规则及所有适用法律）的规定。
- 5.3 在满足以下条件时，第 5.1 条所载任何规定均不会限制投资者向任何投资者的全资附属公司转让全部或部分相关股份：
- (a) 在有关转让之前，该全资附属公司以令公司、独家保荐人和整体协调人酌情满意的条件向公司、独家保荐人和整体协调人并为其等的利益作出书面承诺同意，且投资者承诺确保该全资附属公司将受投资者在本协议下的义务所约束，包括本第 5 条对投资者施加的义务及限制，犹如该全资附属公司本身须遵守该等义务及限制；
 - (b) 该全资附属公司被视为已作出第 6 条规定的相同承认、声明及保证；
 - (c) 投资者及该全资附属公司被视为持有所有相关股份的投资者，并共同及个别承担本协议规定的所有责任及义务；
 - (d) 倘于禁售期到期前的任何时间，该全资附属公司不再或可能不再为投资者的全资附属公司，其应（及投资者须确保该附属公司应）立即（在任何情况下均在该附属公司停止为投资者的全资附属公司之前）向投资者或投资者另一家全资附属公司悉数及有效转让其持有的相关股份，并且上述另一家投资者全资附属公司须以令公司、独家保荐人和整体协调人满意的条件向其并为其等的利益作出且投资者须确保其作出书面承诺，同意该另一家投资者的全资附属公司受投资者在本协议下的义务所约束，包括但不限于本第 5 条对投资者施加的限制，并作出本协议下的相同承认、声明及保证，犹如该全资附属公司本身须遵守该等义务及限制，并与投资者共同及个别承担本协议规定的所有责任及义务；及
 - (e) 该全资附属公司 (i) 不得为美国人士，(ii) 位于美国境外，及 (iii) 倚赖证券法下的 S 规例在美国境外以离岸交易收购相关股份。
- 5.4 投资者同意及承诺，除非经公司、独家保荐人和整体协调人事先书面同意，投资者及其联系人或紧密联系人于公司上市时已发行股本总额中合共（直接及间接）持有的股份须少于公司全部已发行股本的 10%（或就“主要股东”的定义而言，上市规则不时

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

5.5 投资者同意，投资者于公司股本中所持股份及订立本协议乃基于自营投资 (on a proprietary investment basis)，并将按公司、独家保荐人及 / 或整体协调人的合理要求向公司、独家保荐人及 / 或整体协调人提供合理证据，以证明其乃基于自营投资而持有公司股本及订立本协议。投资者不得且须促使其股东、联属人士、联系人及各自的实益拥有人不会于簿记建档过程中申请或认购全球发售中的 H 股（投资者股份除外）或在香港公开发售中申请认购 H 股。

5.6 投资者及其联属人士、董事、高级职员、雇员或代理不得与公司、公司的控股股东、集团任何其他成员公司或他们各自的联属人士、董事、监事、高级职员、雇员或代理订立任何与上市规则（包括联交所新上市申请人指南第 4.15 章或香港监管机构发布的书面指引）不符或与之相抵触的安排或协议（包括任何附函）。

5.7 投资者将使用内部资源，而不是获得外部融资，为其认购投资者股份提供资金。

6. 承认、声明、承诺及保证

6.1 投资者向公司、独家保荐人和整体协调人承认、同意及确认：

- (a) 公司、独家保荐人及整体协调人及他们各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无就全球发售将会（于任何特定期间或任何时间）进行或完成，或者就发售价将属于公开文件所列的指示范围发表任何声明及作出任何保证或承诺，亦无论如何不就全球发售因任何理由而推迟、未能进行或完成，或者就发售价不属于公开文件所列的指示范围向投资者承担任何责任；
- (b) 本协议、投资者的背景资料及本协议所涉及各方之间的关系及安排须于全球发售的公开文件及其他市场推广及路演材料中披露，而投资者将在公开文件及该等其他市场推广及路演材料和公告中被提及，特别是，本协议将为重大合约，须就全球发售或按照公司（清盘及杂项条文）条例及上市规则将其核证副本向香港监管机关备案及于联交所网站及公司网站展示；
- (c) 发售价通过公司与整体协调人（为其自身及代表承销商）之间的协议，按照全球发售的条款及条件以单独且排他地厘定，投资者无权就此提出任何异议；
- (d) 投资者将通过整体协调人及 / 或其联属人士（以国际发售的国际承销商的国际代表身份）认购投资者股份；
- (e) 投资者将根据公司的组织章程细则或公司的其他组成或章程文件及本协议的条款及条件并在该等条款及条件规限下接纳投资者股份；

- (f) 投资者并非公司的现有股东、关连人士、联属人士，亦非代表该等现有股东、关连人士、联属人士行事的人士；
- (g) 投资者股份数目可能会受根据上市规则第 18 项应用指引及联交所新上市申请人指南第 4.14 章在国际发售与香港公开发售之间进行的 H 股重新分配或联交所不时批准、适用于公司的其他比例所影响；
- (h) 公司和整体协调人可酌情调整分配投资者认购的投资者股份数目以满足上市规则第 8.08(3)条及第 18A.07 条的要求；
- (i) 于订立本协议日期或前后或于本协议日期后但于国际发售交割前的任何时间，公司、独家保荐人及 / 或整体协调人已经或可能及 / 或拟与一名或以上其他投资者就类似投资订立协议，作为国际发售的一部分；
- (j) 投资者股份并未亦不会根据证券法或美国的任何州或其他司法辖区的证券法律登记注册，且亦不可在美国境内或向美国人士或以美国人士的名义或利益直接或间接提呈发售、转售、质押或以其他方式转让，但按照有效登记声明或证券法的登记注册规定中的豁免情况或在不受有关注册登记规定规限的交易中除外，亦不得在任何其他司法辖区，或以任何其他司法辖区人士的名义或为其利益，进行直接或间接发售、转售、质押或以其他方式转让，但获豁免遵守任何其他适用法律，或从事这项交易本身就不必遵守任何其他适用法律除外；
- (k) 投资者理解并同意，仅可根据 S 规例及美国任何州及任何其他司法辖区的任何适用证券法律，在美国境外以“离岸交易”（定义见证券法 S 规例）的方式进行投资者股份转让，且代表投资者股份的任何股票须附有具有此含义的说明标记；
- (l) 投资者明白，公司、独家保荐人、整体协调人、资本市场中介人或国际发售的任何一名国际承销商并未有就证券法第 144A 条适用性、投资者股份其后的重新提呈发售、转售、质押或转让是否可根据证券法第 144A 条进行或获豁免遵守证券法中的其他规定作出任何声明；
- (m) 除非第 5.3 条作出规定，否则倘任何投资者股份由其附属公司持有，投资者应确保，只要该附属公司在禁售期期满前继续持有任何投资者股份，该附属公司应始终作为投资者的全资附属公司并继续遵守并受制于本协议的条款和条件；
- (n) 投资者已收到（及可能日后收到）与其及其联属人士投资于（及持有）投资者股份有关的、可能构成重大及非公开信息及 / 或内幕消息（定义见证券及期货条例）的信息，且：(i) 在该等信息非因投资者或任何授权接收人（定义见下文）的原因而成为公共信息之前，其不会向任何人士披露该等信息，除非基于严格的需者方知原则（“need-to-know basis”），即仅出于评估投资者于投资者股份的投资之目的或在法律要求的其他情形下，向投资者的联属人士、附属公司、董事、高级职员、雇员、顾问及代表（“授权接收人”）披露；(ii) 其将尽全力确保其授权接收人（已按照本第 6.1(n)条向其披露该等信息）不会向任何人士披露该等信息，除非基于严格的需者方知原则向其他授权接收人披露；及 (iii) 其不会并将确保其授权接收人（已按照本第 6.1(n)条向其披露该等信息）不会以可能会导致违反美国、香港、中国或任何其他适用司法辖区与该交易有关的证券法律（包括任何上市规则及内幕交易规定）的方式直接或间接购买、出售、买卖或以其他方式交易公司或其联属人士或联系人的 H 股或其他证券或衍生工具；

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

司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向其作出任何保证、声明或推荐建议；且除最终稿国际发售通函另有规定外，公司及其各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概不就投资者股份的利弊、认购、购买或提呈发售投资者股份或公司或其附属公司的业务、经营、前景或状况、财务或其他事宜或与投资者股份有关或相关的任何其他事宜向投资者作出任何保证、声明或推荐建议；

- (u) 投资者将遵守本协议、上市规则及任何关于其直接或间接处置任何相关股份（目前或将来直接或间接地或经招股书显示成为相关股份的实益拥有人）的适用法律中不时对其适用的所有限制（如有）；
- (v) 投资者已自行对公司及投资者股份以及本协议规定的投资者股份认购条款进行核查，并自行取得其认为必要或适当的独立意见（包括但不限于税务、监管、财务、会计、法律、货币及其他方面），且就投资者股份之投资相关（包括但不限于税务、监管、财务、会计、法律、货币）事宜及其他方面，以及就股份投资是否适合该投资者，感到满意，且其从不依赖且将无权依赖由公司或任何独家保荐人、整体协调人、资本市场中介人或有关全球发售的承销商或其代表获取或分析的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职审查或调查或其他建议或保证（视情况而定），且公司、独家保荐人、整体协调人或其各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问或代表概不就与投资者股份之任何买卖相关的任何税务、法律、货币或其他经济或其他收购投资者股份之后果负有任何责任；
- (w) 投资者确认现时并无投资者股份的公开市场，而公司、独家保荐人、整体协调人、承销商或彼等各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、代表、联系人、伙伴及顾问以及参与全球发售任何其他各方亦不保证投资者股份将拥有公开市场；
- (x) 任何 H 股买卖均须遵守适用法律（包括证券及期货条例、上市规则、证券法及任何其他适用法律或任何主管证券交易所的相关规则对 H 股交易的限制）；
- (y) 在全球发售基于任何理由而不能完成的情况下，公司、独家保荐人、整体协调人、承销商以及参与全球发售的任何其他方或其各自的任何联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表将不会产生任何须向投资者或其附属公司承担的责任；
- (z) 公司和整体协调人对决定变更或调整 (i) 向全球发售分配的 H 股数目或其中任何部分；及 (ii) 香港公开发售及国际发售分别将予发行的 H 股数目或其中任何部分，拥有绝对酌情权；
- (aa) 投资者已同意于上市日期上午 8 时前（香港时间）或根据第 4.5 条约定的其他日期和时间支付投资总额及相关经纪佣金及征费；及
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获公司认可。

6.2 投资者向公司、独家保荐人和整体协调人作出进一步声明、保证及承诺：

- (a) 其已正式注册成立，并依其注册成立地点的法律有效存续，且概无就其清算或清盘提交呈请、作出责令或通过有效决议案；
- (b) 其有资格接收和使用本协议项下的信息（包括本协议、招股书草稿或初步发售通函草稿等），这些信息不会违反适用于投资者的任何法律，也不会要求在投资者所在的司法管辖区内进行任何登记或获得许可；
- (c) 其对拥有、使用、租赁及运营资产以及以现有方式开展业务具有合法权利及授权；
- (d) 其拥有全面权力、授权和能力签订及交付本协议、订立及执行本协议拟进行的交易及履行其于本协议下的全部义务，并已就此采取一切所需行动（包括向任何政府及监管机关或第三方取得所有必要的同意、批准和授权）；
- (e) 本协议已获投资者正式批准、签订及交付，构成对投资者合法、有效及具约束力的义务，并可依据本协议条款对其强制执行；
- (f) 其已采取且将于本协议的有效期内采取所有必要的步骤以履行其在本协议下的义务，且使本协议及本协议拟进行的交易得以生效，并遵守所有相关法律；
- (g) 根据适用于投资者的任何相关法律就投资者认购本协议下的投资者股份所需的所有同意、批准、授权、许可及登记（“**批准**”）均已获得且完全有效，而该等批准概不受未实施或履行之任何先决条件所限；
- (h) 投资者签订及交付本协议以及其履行本协议及认购投资者股份以及完成本协议拟进行的交易将不违反或导致投资者违反 (i) 投资者公司章程大纲或其他组织或章程文件；或 (ii) 投资者就本协议拟进行的交易而须遵守的任何司法辖区法律或适用于投资者认购投资者股份的其他法律；或 (iii) 任何对投资者具有约束力的协议或其他文书，或 (iv) 对投资者具有司法管辖权的任何政府机关的任何判决、命令或法令；
- (i) 其已且将遵守与认购投资者股份相关的所有司法管辖区的所有适用法律，包括但不限于按联交所、证监会及其他政府部门（包括但不限于适用政府、公共、货币或监管部门或机构或证券交易所）（“**监管机构**”）的规定，应要求及时以直接或间接通过公司、独家保荐人及／或整体协调人的方式向监管机构提供或促使或促成他人提供有关信息（包括投资者股份的最终实益拥有人（如有）及／或发出有关收购的指示的最终负责人的身份信息），并同意及赞成披露该等信息。投资者进一步授权公司、独家保荐人、整体协调人或其各自的联属人士向有关监管机构披露其可能要求的与本协议项下的交易相关的全部信息；
- (j) 投资者在金融及商业事务方面拥有丰富的知识及经验，因此，其 (i) 有能力评估对投资者股份进行投资将带来的益处及风险；(ii) 有能力承担上述投资的经济风险（包括完全丧失对投资者股份的投资）；(iii) 已获得其认为对决定是否对投资者股份进行投资属必要或适用的所有信息；及 (iv) 在对处于类似发展阶段的公司的证券进行投资的交易方面拥有丰富经验；
- (k) 其日常业务为买卖股票或债券或其为专业投资者且其就本协议项下的交易而言并非系任何独家保荐人或整体协调人的客户而签订本协议；

- (l) 其作为当事人以自主投资方式为其本身利益认购投资者股份作投资用途，并无意分派其根据本协议认购任何投资者股份；
- (m) 倘于美国境外认购投资者股份，则其须于“离岸交易”（依赖证券法 S 规例）中进行，且其并非美国人士；
- (n) 投资者将豁免遵守或不受限于证券法项下登记规定的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及／或联系人 (i) 为独立于公司的第三方；(ii) 并非公司的关连人士（定义见上市规则）、代名人或其联系人，且投资者收购投资者股份不会构成关联交易或导致投资者及其实益拥有人成为公司的关连人士（定义见上市规则），而不论投资者与可能将订立（或已订立）本协议所述任何其他一份或多份协议的其他人士的关系，且于紧随本协议完成后将独立于公司任何关连人士，并不会与该等人士就公司的控制事宜一致行动（定义见证监会颁布的《公司收购及合并守则》）的任何其他一方或各方之间存在何种关系；(iii) 并无直接或间接接受公司任何核心关连人士（定义见上市规则）的资助、捐助或支持，且并无惯常接受亦未接受任何有关核心关连人士关于收购、出售、投票表决或以其他方式处置公司证券的任何指示；及 (iv) 不属于上市规则附录 F1（《股本证券的配售指引》）第 5(2)段所述的任何类别人士；
- (p) 投资者将使用自有资金认购投资者股份。投资者并未为履行其于本协议下的支付义务获得及计划获得贷款或其他形式的融资；
- (q) 各投资者、其实益拥有人及／或联系人并非全球发售的任何独家保荐人、整体协调人、联席全球协调人、账簿管理人、牵头经办人、资本市场中介人及承销商以及牵头经纪商或任何承销商的“关连客户”。“关连客户”、“牵头经纪商”及“承销商”等词汇应具有上市规则附录 F1（《股本证券的配售指引》）赋予该等词汇的涵义；
- (r) 投资者的账户不由相关交易所参与者（定义见上市规则）依据一项全权管理投资组合协议管理。“全权管理投资组合”一词应具有上市规则附录 F1（《股本证券的配售指引》）赋予该词的涵义；
- (s) 投资者、其实益拥有人及其各自的联系人均非公司董事（包括于之前 12 个月内担任董事）、监事或现任股东或其联系人或上述任何人士的代名人；
- (t) 投资者并未且不会与任何“分销商”（定义见证券法 S 规例）就分派 H 股订立任何合约安排，惟与其联属人士所订立者或经公司事先书面同意者除外；
- (u) 认购投资者股份将遵照上市规则附录 F1（《股本证券的配售指引》）、联交所发布的新上市申请人指南第 2.3 章及第 4.15 章的规定及法律适用的进行；
- (v) 投资者及其紧密联系人（定义见上市规则）（直接或间接）所持公司已发行股份总数不得导致公众人士（定义见上市规则）持有的公司证券总数低于上市规则规定的百分比或联交所另行批准的百分比；
- (w) 投资者、其实益拥有人及 / 或联系人概无以公司、公司的附属公司、公司的任何关连人士、独家保荐人、整体协调人、资本市场中介人或全球发售的任一承销商的任何融资（直接或间接）认购本协议项下的投资者股份；投资者及其各

联系人（如有）均独立于（且不关连于）已参与或将参与全球发售的其他投资者及其任何联系人，且与该等人士并无关连。

- (x) 投资者或其任何联属人士均未收到或预期收到任何公司（或其任何联属人士及股东）通过附属协议或其他方式，分配的除根据本协议约定按照发行价计的 H 股保证分配之外的股份；
- (y) 除本协议所规定者外，投资者并未就任何投资者股份与任何政府机构或任何第三方订立任何安排、协议或承诺；及
- (z) 投资者或其各自的任何联系人除根据本协议以外，概无申请全球发售项下的任何 H 股。

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

6.4 投资者明白，第 6.1、6.2 及 6.3 条所载的声明及确认乃（其中包括）按香港法例及证券法等的规定作出。投资者承认，公司、独家保荐人、整体协调人、资本市场中介人、承销商及彼等各自的附属公司、代理、联属人士及顾问以及其他人士将依赖本协议所载投资者的保证、承诺、声明及确认的真实性、完整性及准确性，并同意倘任何保证、承诺、声明或确认在任何方面不再准确及完整或具误导成分，其将立即书面通知公司、独家保荐人和整体协调人，且公司、独家保荐人和整体协调人有权终止本协议，且未完成本协议项下拟进行的交易。

6.5 投资者同意及承诺，投资者会在接获书面要求时就可能因投资者股份的认购、投资者股份或本协议而以任何方式（包括因投资者或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人而发生的或造成的违反或涉嫌违反本协议或本协议项下的任何作为或不作为或涉嫌作为或不作为）针对公司、独家保荐人、整体协调人、资本市场中介人及全球发售的承销商各方（代表各自本身及以信托形式代表各自的联属人士、证券法所界定的控制各方的任何人士及其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表（统称“**获弥偿各方**”）而作出或确立的任何及全部损失、成本、费用、开支、索赔要求、法律行动、责任、法律程序或损害，及就任何获弥偿各方可能因上述任何索赔要求、法律行动或法律程序或对该等索赔要求、法律行动或法律程序提出争议或抗辩而蒙受或产生任何及全部成本、费用、损失或开支，向获弥偿各方（按税后计）作出全额有效的弥偿保证及保证彼等免受损害。在任何情况下，本第 6.5 条在本协议终止后仍然继续有效。

- 6.6 投资者各自根据第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的各项承认、确认、声明、保证及承诺应被视为独立的承认、确认、声明、保证或承诺，并应被视为于上市日期重复作出。
- 6.7 公司向投资者声明、保证及承诺：
- (a) 其已正式注册成立，并依据其注册成立地法律有效存续；
 - (b) 其拥有全面权力、授权及能力订立本协议及履行其于本协议下的义务，并已就此采取一切所需行动；
 - (c) 在支付款项及根据第 5.1 条受禁售期所限的前提下，一旦根据第 4.4 或 4.5 条交付予投资者，投资者股份将会缴足股款、可自由转让，且不附带任何期权、留置权、押记、按揭、质押、索偿、衡平法权利、产权负担及其他第三方权利，并与当时已发行及将于联交所上市的 H 股享有同等地位；
 - (d) 公司、集团任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理概无就全球发售与任何投资者或其联属人士、董事、高级职员、雇员或代理订立任何协议或安排，包括与上市规则（包括联交所发布的新上市申请人指南第 4.15 章）不符的补充协议，以给予投资者任何直接或间接利益使其参与全球发售的配售组别，亦概无以其他方式从事该等任何行为或活动；及
 - (e) 除本协议所规定者外，公司或集团任何成员公司或彼等各自的附属公司、董事、监事、高级职员、雇员或代理概无与任何政府机构或任何第三方就任何投资者股份订立任何安排、协议或承诺。
- 6.8 公司和整体协调人承认、确认及同意投资者将依赖于国际发售通函所载资料及投资者就国际发售通函与其他购买国际发售中的 H 股的投资者拥有同等权利。

7. 终止

- 7.1 本协议可于下列情况下予以终止：
- (a) 根据第 3.2 条、第 4.6 条、第 4.7 条或第 10.16 条的规定终止；
 - (b) 若于国际发售结束时或之前，投资者或投资者的全资附属公司（在根据上文第 2.2 条投资者通过其全资附属公司认购投资者股份的情况下）严重违反本协议（包括但不限于投资者于本协议下所作任何承认、声明、承诺及保证在任何方面属不准确、失实或具误导），可由公司、独家保荐人或任何整体协调人单独终止；或
 - (c) 在获得各方的书面同意的情况下终止。
- 7.2 在本协议根据第 7.1 条终止的情况下，各方毋须继续履行彼等根据本协议的各相关责任（除下文所载第 8.1 条项下的保密责任外），而各方的所有权利及责任（除下文所载第 7.3 条及第 11 条项下的权利外）应终止，且任何一方均不得针对其他方提出任何申索，但这并不影响在该终止或之前任何一方就本协议所载条款对其他方所享有或负有的应计权利或责任。本协议第 6.5、7.2、8.1、9、10、11、12 及 13 条在本协议终止后仍然继续有效。
- 7.3 为免生疑问，投资者于本协议内作出的弥偿保证在本协议终止的情况下仍然有效。

8. 公布及保密

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

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

8.2 投资者不得就本协议或本协议任何附属事项作出其他提述或披露，惟投资者已就有关披露的原则、形式及内容预先咨询公司、独家保荐人和整体协调人并征得彼等的事先书面同意者则除外。

8.3 公司须尽适当努力提供与本协议相关的将载于任何公开文件中的任何声明、公司与投资者的关系以及有关投资者的一般背景资料，以在其刊发此等公开文件之前供投资者审阅。投资者均应与公司、独家保荐人和整体协调人合作，确保有关公开文件内的全部提述均属真实、完整、准确且无误导成分，且公开文件内不会遗漏相关重大资料，并应及时向公司、独家保荐人和整体协调人以及彼等各自的法律顾问提供任何意见及确认书。

8.4 投资者承诺会就按第 8.1 条所述须予编制的任何披露内容及时提供一切合理协助（包括提供与投资者、其所有权（包括最终实益拥有权）及／或公司、独家保荐人或整体协调人可合理要求的本协议提及的其他有关事项有关的进一步资料及／或相关支持文件），以 (i) 于本协议日期后在公开文件中更新投资者的详情，并核实有关提述；及 (ii) 使公司、独家保荐人和整体协调人符合适用的公司或证券登记规定及／或主管监管机关（包括联交所及证监会）的要求。在不影响上述第 8.3 条的前提下，投资者不可撤销的同意在公开文件及其他市场推广、路演材料及其他公告和文件中提述及包括投资者的名称、本协议的描述、投资者的背景及其与公司、独家保荐人、整体协调人及／或承销商等其他参与全球发售的人士的关系。

9. 通知

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

如致公司，至：

地址： 中国江苏省泰州市药城大道 907 号 1 号楼 1310 室

电邮： huyanbao@qyuns.net

收件人：胡衍保

如致投资者，至：

地址： 中国台湾省新北市新店区三民路 29 巷 4 弄 8 号 4 楼

电邮： kelvin-kuang@163.com

收件人：KUANG,Chien-Hong

如致中金，至：

地址： 香港中环港景街1号国际金融中心一期29楼

传真： (+852) 2872 2100

电邮： gi_jedi@cicc.com.cn

收件人：Jedi 项目组

如致安信，至：

地址： 香港中环交易广场一座39楼

传真： (+852) 2213 1010

电邮： projectjedi@eif.com.hk

收件人：EIS ECM

- 9.2 任何根据本协议送呈的通知须由专人送递或以传真发送或以电邮发送或以预付邮资的邮件寄送。任何通知倘由专人送递则在送达后，及倘以传真发送则在收到传送确认后，及倘以电邮发送则在传送完成后，以及倘以预付邮资的邮件寄送（如缺乏经已更早收取的证据），则在投递 48 小时后（或倘以航空邮件寄送则在 6 天后），将被视为经已收妥。任何在并非为营业日的日子收到的通知将被视为在下一个营业日收到。

10. 一般事项

- 10.1 各方确认及表示本协议已经其正式授权、签订及交付，构成对其合法、有效及具约束力的义务，并可依据本协议条款对其强制执行。除非公司因进行全球发售所需的同意、批准及授权外，各方毋须就履行其于本协议项下的义务提供任何公司、股东或其他同意、批准或授权，且各方进一步确认其可履行本协议所载义务。
- 10.2 除明显错误外，公司与整体协调人真诚地就本协议的投资者股份数目及发售价而作出的计算结果及决定乃为定论。
- 10.3 本协议中规定的各独家保荐人和整体协调人的义务是个别的（而不是共同的或连带的）。任何独家保荐人或整体协调人均不对其他任一方未能履行其各自在本协议下的义务负责，而这种未能履行不影响任何其他独家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，各独家保荐人和整体协调人应有权单独或共同执行其在本协议下的任何或所有权利。

- 10.4 投资者、公司、独家保荐人和整体协调人应就本协议所需或可能所需或与之相关的第三方的任何通知或同意书及 / 或批准进行合作。
- 10.5 本协议的任何改动或更改均将被视作无效，惟以书面形式并经所有各方或其代表签署者除外。
- 10.6 本协议仅以中文签订。
- 10.7 除相关各方以书面形式另行协定外，各方应承担其自身涉及本协议的法律及专业费用、成本及开支，但就本协议预计进行的任何交易而产生的印花税应由相关的转让人 / 卖方和相关的受让人 / 买方等额承担。
- 10.8 时间应为本协议的要素，但本协议所指的任何时间、日期或期间均可由各方通过各方的书面同意予以延长。
- 10.9 本协议的所有条文只要能够予以履行或遵守，即使在投资者根据第 4 条完成购买后，亦继续保持完全的效力及作用，惟已履行的事项及其经各方书面同意后予以终止除外。
- 10.10 本协议构成各方之间就投资者投资于公司而达成的全部协议及谅解。本协议取代所有之前就本协议标的事项而作出的书面或口头约定、保证、担保、声明、通讯、谅解及协议。
- 10.11 除非本第 10.11 条另行规定，否则并非本协议一方的人士无权根据合约（第三者权利）条例执行本协议任何条款，但不影响第三方在合约（第三者权利）条例之外存在或可得任何权利或救济：
- (a) 获弥偿各方可按犹如彼等为本协议的一方的方式执行及倚赖第 6.5 条。
- (b) 本协议可无需经第 10.11(a) 条子条款所述人士同意而予以终止或撤销，且任何条款亦可修订、更改或豁免。
- 10.12 独家保荐人和整体协调人均有权并谨此获授权以其认为合适（不论有否正式手续及在毋须向公司或投资者提前发出任何有关权力转授的通知的情况下）的方式及依据有关条款将所有或任何其相关权利、职责、权力及酌情决定权转授予其任何一家或多家联属公司。根据本分条下的权力转授，相关独家保荐人或整体协调人均应个别地（但非共同的）根据本分条对其转授相关权利、职责、权力及 / 或酌情决定权的对其按此转授权力的联属公司的所有行为及过失承担责任。
- 10.13 任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利不得视作有关权利遭解除或获豁免，或以任何形式限制该方进一步行使或执行该权利或任何其他权利的能力，且单独或部分行使任何有关权利或救济均不得妨碍于任何其他情况下或进一步行使该权利，亦不得妨碍行使任何其他权利或救济。本协议规定的权利、权力及救济可累积行使，且不排除任何权利、权力及救济（不论是按法律规定或其他依据）。对任何没有履行本协议任何条文的豁免均不得生效或默认为生效，惟豁免乃以书面形式作出并经被要求豁免的一方签署者除外。
- 10.14 如在任何时候，本协议的任何规定根据任何司法管辖区的法律在各方面属于或变为不合法、无效或不可强制执行，则该规定不得对下列各项构成影响或损害：
- (a) 本协议的任何其他规定在该司法管辖区的合法性、效力或可强制执行性；或

(b) 该规定或本协议的任何其他规定在任何其他司法管辖区的法律下的合法性、效力或可强制执行性。

- 10.15 本协议应对协议各方及他们各自的继承人、遗嘱执行人、遗产管理人、继任人及允许受让人具有约束力，且一切利益仅拨归他们所有。并且，概无其他人士可获得或享有任何在本协议中的或凭借本协议而获得的权利。除为了内部重组或重整之目的外，协议各方均不可出让或转让其在本协议中或项下的全部或任何部分利益或权益或权利。本协议中的义务概不可转让。
- 10.16 假如投资者于上市日期或之前违反其作出的任何保证，即使本协议有任何相反的规定，公司、独家保荐人和整体协调人亦有权撤销本协议，而各方的所有义务应予终止，但不损害所有其他各方蒙受的全部或任何损失及损害而针对投资者提出索赔要求的权利。
- 10.17 各订约方向其他各方承诺，其将签署及执行令本协议规定生效可能所需的其他文件及契据，并促使有关文件及契据的签署及执行。

11. 管辖法律及司法管辖权

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

12. 豁免

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

13. 副本

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

本协议各方已促使其各自的正式授权代表在文首载明日期签署本协议，特此为证。

江苏荃信生物医药股份有限公司

代表签字：



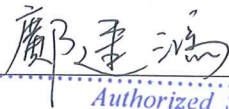
姓名：裘霁宛

职务：执行董事

Beevest Capital Limited

代表签字:

For and on behalf of
Beevest Capital Limited



Authorized Signature

姓名: Kuang, Chien-hong

职务: Director

中国国际金融香港证券有限公司

代表签字:

A handwritten signature in black ink, consisting of stylized, flowing characters, positioned above a horizontal line.

姓名: Ka Siu Chu

职务: Vice President

安信国际证券（香港）有限公司

代表签字：

A handwritten signature in black ink, consisting of stylized, overlapping strokes that form a cursive representation of the name.

姓名：Cheung Nga Li

职务：Executive Director, ECM

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于 500 万美元的港元金额（按招股书的港元兑美元汇率计算）除以(2)发售价（不含投资者将就投资者股份支付的经纪佣金及征费），向下约整至最接近每手 200 H 股的完整买卖单位。

根据上市规则中《第 18 项应用指引》第 4.2 段、联交所新上市申请人指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将予认购的投资者股份数目可能受国际发售与香港公开发售之间 H 股的重新分配影响。倘香港公开发售对 H 股的总需求属于公司招股书“全球发售的架构—香港公开发售—重新分配和回补”一节所载的情况，则投资者股份的数目可按比例调减以满足香港公开发售下的公众需求。此外，公司和整体协调人可酌情调整分配投资者股份数目以满足上市规则第 8.08(3)条的要求（该条款规定于上市日期由公众人士持有的股份中，由持股量最高的三名公众股东实益拥有的 H 股数量占比不得超过 50%）及上市规则第 18A.07 条的要求（该条款规定于上市日期，公司总市值至少 3.75 亿港元的已发行股份由公众人士持有，分配给基石投资者的任何股份以及公司现有股东在上市时认购的任何股份概不视为上市规则第 18A.07 条所述的由公众人士持有的已发行股份）。

附表 2

投资者详情

投资者

注册成立地点：Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands

公司注册证书编号：1983729

商业登记号码：N/A

主营业务：股权投资

最终控股股东：KUANG, CHIEN-HONG

最终控股股东的注册成立地点：N/A

最终控股股东的商业登记号码：N/A

最终控股股东的主营业务：N/A

股东及持有之权益：投资者由 KUANG, CHIEN-HONG 持股 100%

插入招股书的投资者详情：

Beevest Capital Limited (“Beevest Capital”) is an investment holding company incorporated in the British Virgin Islands with limited liability. Beevest Capital is wholly owned by Mr. KUANG, CHIEN-HONG (鄭建鴻). Mr. KUANG has almost 15 years of experience in corporate financial management in various companies. Since January 2018, Mr. KUANG has been the director of Beevest Capital and focusing on equity investments in the biotech industry. Mr. KUANG, through Beevest Capital, has invested in a number of biopharmaceutical or biotech companies, including, among others, Shanghai Guo Chuang Pharmaceutical Company Limited (上海國創醫藥股份有限公司), a comprehensive pharmaceutical company, Newsoara Biopharma Co., Ltd. (恒翼生物醫藥(上海)股份有限公司), a biopharmaceutical company principally engaged in research and development of innovative drugs, Koutech Robotics (Cayman) Inc., a company principally engaged in the R&D and commercialization of surgical robots, and Hangzhou Yuyuan Bioscience Technology Co., Ltd. (杭州育源生命科技有限公司), a company principally engaged in biotechnology product development and services. To the best of our Directors’ knowledge, information and belief after making all reasonable enquiries, each of Beevest Capital and Mr. KUANG is an Independent Third Party and does not have any business relationship with our Group. We became acquainted with Mr. KUANG on a biotech forum in January 2022.

DATED March 11, 2024

QYUNS THERAPEUTICS CO., LTD.
(江蘇荃信生物醫藥股份有限公司)

QIU JIWAN (裘霽宛)

YU GUO'AN (余國安)

HANGZHOU QUANYI INVESTMENT MANAGEMENT PARTNERSHIP
(GENERAL PARTNERSHIP)
(杭州荃毅投資管理合夥企業(普通合夥))

SHANGHAI QUANYOU FANYUE INVESTMENT MANAGEMENT PARTNERSHIP
(LIMITED PARTNERSHIP)
(上海荃友凡悅投資管理合夥企業(有限合夥))

TAIZHOU XINFU TONGXIN ENTERPRISE MANAGEMENT PARTNERSHIP
(LIMITED PARTNERSHIP)
(泰州信孚同心企業管理合夥企業(有限合夥))

CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES
LIMITED

ESSENCE INTERNATIONAL SECURITIES (HONG KONG) LIMITED

THE HONG KONG UNDERWRITERS
(whose names appear in SCHEDULE 1)

**HONG KONG UNDERWRITING
AGREEMENT**

**relating to a public offering in Hong Kong of
initially 1,204,800 Offer Shares of
nominal value of RMB1.00 each in the share capital of
QYUNS THERAPEUTICS CO., LTD. (江蘇荃信生物醫藥股份有限公司),
being part of a global offering of initially
12,046,400 Offer Shares**

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THIS AGREEMENT is made on March 11, 2024

BETWEEN:

- (1) **QYUNS THERAPEUTICS CO., LTD.** (江蘇荃信生物醫藥股份有限公司), a joint stock company incorporated in the PRC with limited liability, having its registered office at Room 1310, Building 1, No. 907 Yaocheng Avenue, Taizhou, Jiangsu, PRC (the “**Company**”);
- (2) **QIU JIWAN** (裘霽宛) of Room 501, Building 3, Zhu Yuan, Yijing Yuan, Xihu District, Hangzhou, Zhejiang, PRC (“**Mr. Qiu**”);
- (3) **YU GUO’AN** (余國安) of Room 301, Unit 4, 57 Guanxiang, Xiacheng District, Hangzhou, Zhejiang, PRC (“**Mr. Yu**”);
- (4) **HANGZHOU QUANYI INVESTMENT MANAGEMENT PARTNERSHIP (GENERAL PARTNERSHIP)** (杭州荃毅投資管理合夥企業(普通合夥)), a general partnership established in the PRC, having its registered office at Room 420, Block D, Building 2, No. 688 Bin’an Road, Changhe Street, Binjiang District, Hangzhou, Zhejiang, PRC (“**Hangzhou Quanyi**”);
- (5) **SHANGHAI QUANYOU FANYUE INVESTMENT MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (上海荃友凡悅投資管理合夥企業(有限合夥)), a limited partnership established in the PRC, having its registered office at Building 8, No. 1081 Lingbai Road, Pudong New District, Shanghai, PRC (“**Shanghai Quanyou**”);
- (6) **TAIZHOU XINFU TONGXIN ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (泰州信孚同心企業管理合夥企業(有限合夥)), a limited partnership established in the PRC, having its registered office at Room 1318, Building 1, No. 907 Yaocheng Avenue, Taizhou, Jiangsu, PRC (“**Xinfu Tongxin**”);
- (7) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong, and which is a licensed corporation (CE number: AEN894) holding a licence for Type 1 (dealing in securities), Type 2 (dealing in futures contracts), Type 4 (advising on securities), Type 5 (advising on futures contracts) and Type 6 (advising on corporate finance) regulated activities under the Securities and Futures Ordinance (“**CICC**”);
- (8) **ESSENCE INTERNATIONAL SECURITIES (HONG KONG) LIMITED** of 39/F, One Exchange Square, Central, Hong Kong (“**Essence**”); and
- (9) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in **SCHEDULE 1** (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

RECITALS:

- (A) The Company is a joint stock company incorporated in the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered share capital of RMB210,025,200 divided into 210,025,200 ordinary shares with a nominal value of RMB1.00 each.
- (B) As of the date hereof, Mr. Qiu, directly or through Hangzhou Quanyi, Shanghai Quanyou and Xinfu Tongxin, controlled the voting rights of approximately 33.59% of the total share capital of the Company. Pursuant to the supplemental partnership agreement of Hangzhou Quanyi entered into between Mr. Qiu and Mr. Yu on February 5, 2022, Mr. Qiu and Mr. Yu agreed and confirmed, among others, that since the date of establishment of the Company, they have been and would continue to be parties acting in concert and they have agreed to consult with each other and reach a unanimous consensus between themselves before making the decisions and exercising their voting rights through Hangzhou Quanyi at the Board and Shareholders' meetings and in the event that they are unable to reach consensus on any matter presented, the decisions of Mr. Qiu shall prevail.
- (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 the United States in offshore transactions in reliance on Regulation S under the Securities Act (the “**International Offering**”). CICC and Essence are acting as the overall coordinators (the “**Overall Coordinators**”) of the Global Offering.
- (D) In conjunction with the Global Offering, the Company has made an application to the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK. CICC is acting as the sole sponsor (the “**Sole Sponsor**”) and the sponsor-overall coordinator (the “**Sponsor-OC**”) in relation to the Company's listing application.
- (E) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (F) Each of the Warrantors has agreed to give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.
- (G) The Company, the Controlling Shareholders, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the International Underwriters intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (not jointly or jointly and severally) purchase or procure investors to purchase H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained.

- (H) The Company has appointed Tricor Investor Services Limited to act as its H share registrar and transfer agent for the H Shares.
- (I) The Company has appointed Bank of China (Hong Kong) Limited to act as the Receiving Bank in relation to the Hong Kong Public Offering, and Bank of China (Hong Kong) Nominees Limited to act as the nominee to hold the application monies received by the receiving bank under the Hong Kong Public Offering.
- (J) Resolutions of the Board were passed on January 4, 2024 pursuant to which, *inter alia*, the Directors approved, and any one executive Director was authorized to execute and deliver on behalf of the Company, this Agreement and any other agreements, instruments and documents for the purpose of the Global Offering.

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 March 15, 2023, 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 are from time to time accepted in whole or in part, pursuant to Clause 4.5;

“Admission” means the grant by the SEHK of the listing of, and permission to deal in, H Shares on the Main Board of the SEHK;

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

“Application Proof” means the application proofs of the prospectus of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on March 31, 2023 and October 3, 2023;

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

“Approvals and Filings” means any approvals, licences, consents, authorizations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings (except for the CSRC report to be filed after completion of the Global Offering);

“Articles of Association” means the articles of association of the Company adopted on March 23, 2023 which shall become effective as of the date on which the H Shares are listed on the SEHK, as amended, supplemented, or otherwise modified from time to time;

“Authority” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory 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 a day on which banks in Hong Kong are generally open for normal banking business, which is not a Saturday, Sunday or public holiday in Hong Kong;

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

“CMIs” means CICC, Essence, Guotai Junan Securities (Hong Kong) Limited (**“GTJA”**), Huatai Financial Holdings (Hong Kong) Limited (**“Huatai”**), China Industrial Securities International Capital Limited (**“CISI”**), Livermore Holdings Limited (**“Livermore”**), Tiger Brokers (HK) Global Limited (**“Tiger”**), Fosun International Securities Limited (**“Fosun”**), Citrus Securities Limited (**“Citrus”**), SPDB International Capital Limited (**“SPDB”**), China Galaxy International Securities (Hong Kong) Co., Limited (**“China Galaxy”**) and Hong Tai Securities Limited (**“Hong Tai”**);

“Code of Conduct” or **“Code”** has the meaning ascribed to it in Clause 3.10;

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

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

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

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

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

“Controlling Shareholders” means Mr. Qiu, Mr. Yu, Hangzhou Quanyi, Shanghai Quanyou and Xinfu Tongxin, and each a **“Controlling Shareholder”**;

“Cornerstone Investment Agreements” means the several cornerstone investment agreements entered into, among others, between the Company, the Sole Sponsor, the Overall Coordinators and the several cornerstone investors as described in the section headed “Cornerstone Investors” in the Hong Kong Prospectus;

“CSRC” means the China Securities Regulatory Commission;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

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

“CSRC Filing Report” means the filing report of in relation to the Global Offering, including any amendments, supplements and/or modifications thereof pursuant to Article 13 of the CSRC Filing Rules;

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

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

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

“Encumbrance” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind;

“Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended;

“Formal Notice” means the press announcement in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

“Global Offering” means the Hong Kong Public Offering and the International Offering;

“Group” means the Company and its Subsidiaries;

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

“HK eIPO White Form Service” 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 Hong Kong Prospectus; and

“HK eIPO White Form Service Provider” means the HK eIPO White Form service provider designated by our Company as specified in the IPO App and on the designated website at www.hkeipo.hk.

“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 1,204,800 new H Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12, as applicable;

“Hong Kong Prospectus” means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company;

“Hong Kong Prospectus Date” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around March 12, 2024;

“Hong Kong Public Offering” means the offering and sale of the Hong Kong Offer Shares to 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 in the IPO App (which can be downloaded by searching “IPO App” in App Store or Google Play or downloaded at www.hkeipo.hk/IPOApp or www.tricorglobal.com/IPOApp) or www.hkeipo.hk or through HKSCC EIPO channel to electronically cause HKSCC Nominees to apply on an applicant’s behalf, including by instructing broker or custodian who is a HKSCC Participant to submit an EIPO application on applicant’s behalf through HKSCC’s FINI system;

“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 applications to subscribe, or failing which itself as principal apply to subscribe, 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 and reallocation pursuant to Clauses 2.6, 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **SCHEDULE 1**;

“H Share Registrar” means Tricor Investor Services Limited;

“Hong Kong Underwriters” means the persons set forth 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 pursuant to 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 Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMI and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates (as defined in the Listing Rules) and affiliates, their respective delegates referred to in Clause 3.9; (iii) their respective partners, directors, officers, members and employees; (iv) all partners, directors, officers, members and employees of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assignees of all of the foregoing persons, and **“Indemnified Party”** means any one of them.

“Indemnifying Party” has the meaning ascribed to them in Clause 11.1;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co.;

“Internal Controls Consultant” means KPMG Advisory Limited;

“International Offer Shares” means 10,841,600 new H Shares initially proposed to be offered by the Company for subscription by, or by subscribers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

“International Offering” has the meaning ascribed thereto in the recitals;

“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 subscribe or procure investors to subscribe pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

“International Underwriters” mean 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 the Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters;

“Joint Bookrunners” means CICC, Essence, GTJA, Huatai, CISI, Livermore and Tiger;

“Joint Global Coordinators” means CICC, Essence and GTJA;

“Joint Lead Managers” means CICC, Essence, GTJA, Huatai, CISI, Livermore, Tiger, Fosun, Citrus, SPDB, China Galaxy and Hong Tai;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign (including, without limitation, the CSRC and the Stock Exchange) laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, regulations or rules (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance, the CSRC Rules, and any and all regulations, rules, 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 Date” means the first day on which the H Shares commence trading on the SEHK (which is expected to be on or around March 20, 2024);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, together with the Guide for New Listing Applicants (the **“Guide”**), listing decisions, guidelines and other requirements of the SEHK;

“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 Group, taken as a whole;

“Nominee” means Bank of China (Hong Kong) Nominees Limited;

“Overall Coordinators” means CICC and Essence;

“OC Announcement” – means the announcements dated October 3, 2023 setting out the names of the Overall Coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s);

“OC ELs” means the engagement letters (i) entered into by the Company with CICC on January 17, 2023; and (ii) entered into by the Company with Essence on April 13, 2023;

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy) at which the Offer Shares are to be subscribed for under the Global Offering, to be determined in accordance with Clause 2.5;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“Offering Circular” has the meaning ascribed to it under the International Underwriting Agreement;

“Offering Documents” means the Hong Kong Public Offering Documents, the Pricing Disclosure Package, the Offering Circular and any other document issued, given or used in connection with the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including any roadshow materials relating to the Offer Shares and, in each case, all amendments or supplements thereto;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement, the Cornerstone Investment Agreements, and (if applicable) any agreement between the Company and the HK eIPO White Form Service Provider;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at <http://www.hkexnews.hk> on February 26, 2024, including each amendment and supplement thereto posted on the SEHK’s website;

“PRC” means the People’s Republic of China, which for the purposes of this Agreement only shall not include Hong Kong, Taiwan and the Macau Special Administrative Region of the People’s Republic of China;

“Preliminary Offering Circular” means the preliminary offering circular dated March 12, 2024 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Applicable Time (as defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in agreed form to be entered into between the Company and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering in accordance with Clause 2.5;

“Pricing Disclosure Package” has the meaning ascribed to it in the International Underwriting Agreement;

“Receiving Bank” means Bank of China (Hong Kong) Limited;

“Receiving Bank Agreement” means the agreement dated March 10, 2024 entered into between the Company, the Receiving Bank, the Overall Coordinators, the Nominee and the H Share Registrar;

“Registrar Agreement” means the agreement dated March 5, 2024 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

“Reporting Accountants” means KPMG;

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

“Securities Act” means the United States Securities Act of 1933, 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 the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, as the context so requires;

“Sole Sponsor” means CICC;

“Sponsor-OC” means CICC;

“Sponsor-OC EL” means the engagement letter entered into by the Company with CICC on January 17, 2023 in respect of the appointment of CICC as the sole sponsor, the sponsor-overall coordinator, a capital market intermediary, a joint global coordinator, a joint bookrunner and a joint lead manager to the Global Offering;

“Subsidiaries” means the companies named in Appendix I to the Hong Kong Prospectus as subsidiaries of the Company, and a **“Subsidiary”** means any one of them;

“Taxation” or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“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;

“U.S.” 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 Warrantors as set out in **SCHEDULE 2**;

“Warrantors” means the Company and the Controlling Shareholders;

- 1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
 - 1.4.1 references to an **“affiliate”**, in relation to any individual person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified; for the purposes of the foregoing, **“control”** means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlled by”** and **“under common control with”** shall be construed accordingly;
 - 1.4.2 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 whenever the words **“include,” “includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;
 - 1.4.4 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;
 - 1.4.5 the term **“or,”** is not exclusive;
 - 1.4.6 references to **“persons”** shall include 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);
 - 1.4.7 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;
 - 1.4.8 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;

- 1.4.9 references to a “**subsidiary**” or “**holding company**” shall be construed to have the same meanings as defined in section 2 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance and in sections 15 and 13 of the Companies Ordinance (as the case may be);
- 1.4.10 references to “**connected person(s)**”, “**core connected person(s)**”, “**associate(s)**” or “**close associate(s)**” shall be construed to have the same meanings as defined in the Listing Rules;
- 1.4.11 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;
- 1.4.12 references to a document being “**in agreed form**” shall mean such document in a form agreed between the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company by way of exchange of emails between (a) the Company or Sidley Austin, legal advisers to the Company as to Hong Kong Laws, on behalf of the Company; and (b) the Overall Coordinators or O’Melveny & Myers, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Overall Coordinators;
- 1.4.13 references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.14 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.15 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.16 references to one gender shall include the other genders; and
- 1.4.17 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 (to the extent permissible under the applicable Laws):
 - 2.1.1 the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) receiving from the Company or its representative(s) or its advisor(s) (on behalf of 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, on the Business Day immediately before the Hong Kong Prospectus Date and the Business Day immediately before the Listing Date, or such later time and/or date as the Sole Sponsor and the Overall Coordinators (on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) may agree, respectively;

- 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, on the Business Day immediately before the Hong Kong Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the SEHK;
- 2.1.4 Admission into CCASS in respect of the H Shares as eligible securities having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 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 8:00 a.m. on the Listing Date;
- 2.1.6 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong

Underwriters), on the Price Determination Date in accordance with Clause 2.5 and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;

- 2.1.7 the execution and delivery of the International Underwriting Agreement on or around the Price Determination Date, the obligations of the International Underwriters thereunder having become 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.
 - 2.1.8 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;
 - 2.1.9 the Warranties being true and accurate and not misleading as of the date of this Agreement and the dates on which they are deemed to be repeated under this Agreement (as though they had been given and made on such date by reference to the facts and circumstances then subsisting);
 - 2.1.10 all the waivers or exemptions (where applicable) as stated in the Hong Kong Prospectus to be granted by the Stock Exchange or the SFC (where applicable) are granted and not otherwise revoked, invalidated, amended or withdrawn; and
 - 2.1.11 each of the Warrantors having complied with its obligations and conditions under this Agreement on or prior to the respective times and dates by which such obligations must be performed or conditions met.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters to procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such conditions by the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters and their counsels) on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and the Sole Sponsor, and as may be required by the SEHK, the SFC, the CSRC and the Registrar of Companies in Hong Kong for the purposes of or in connection with the listing of the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Sole Sponsor 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 or in such manner as the Overall Coordinators and the Sole Sponsor may, determine (in which case the Overall Coordinators and the Sole Sponsor 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 April 11, 2024, being 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 and the Sole Sponsor 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) such Condition, and any such waiver or modification shall be notified by the Overall Coordinators and the Sole Sponsor to other parties to this Agreement as soon as practicable after such waiver or modification is made.
- 2.4 **Conditions not satisfied:** Without prejudice to Clause 2.3 and Clause 10, 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 10.2 shall apply.
- 2.5 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) reach agreement on the price on the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by March 18, 2024 and no extension is granted by the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply.
- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where they deem appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the consent of the Company, reduce the number of Offer Shares offered and/or the Offer Price range below that stated in the Hong Kong Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company will, as soon as practicable following the

decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be published on the websites of the Company and the Stock Exchange at www.qyuns.net and www.hkexnews.hk, respectively, notices of the reduction. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental prospectus.

- 2.7 **No waiver in certain circumstances:** The Sole Sponsor's, the Sponsor-OC's or the Overall Coordinators' consent to or knowledge of any amendments and/or supplements to the Offering Documents and/or PHIP subsequent to their respective issue or distribution shall 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 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Essence and GTJA as the Joint Global Coordinators of the Global Offering, and CICC, Essence and GTJA relying on the Warranties and subject as hereinafter mentioned, hereby confirm and acknowledge their acceptance of such appointment.
- 3.2 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Essence, GTJA, Huatai, CISI, Livermore and Tiger as the Joint Bookrunners of the Global Offering, and CICC, Essence, GTJA, Huatai, CISI, Livermore and Tiger, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.3 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Essence, GTJA, Huatai, CISI, Livermore, Tiger, Fosun, Citrus, SPDB, China Galaxy and Hong Tai as the Joint Lead Managers of the Global Offering, and CICC, Essence, GTJA, Huatai, CISI, Livermore, Tiger, Fosun, Citrus, SPDB, China Galaxy and Hong Tai, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.4 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC to act as the Sole Sponsor of the Global Offering. CICC, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.5 **Sponsor-OC and the designated Sponsor-OC:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC to act as the sponsor-overall coordinator and the designated sponsor-overall coordinator of the Global Offering. CICC, relying on the Warranties and subject as hereinafter mentioned, hereby confirm its acceptance of such

appointment. For the avoidance of doubt, the appointment of CICC hereunder is in addition to the terms and conditions under the Sponsor EL and the OC ELs, which shall continue to be in full force and effect.

3.6 Overall Coordinators: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC and Essence to act as the overall coordinators of the Global Offering. CICC and Essence, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment. For the avoidance of doubt, the appointment of CICC and Essence hereunder is in addition to the terms and conditions under the Sponsor-OC EL and/or the OC ELs, which shall continue to be in full force and effect. The Company hereby confirms and acknowledges that the Overall Coordinators:

- 3.6.1. 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;
- 3.6.2. explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- 3.6.3. 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;
- 3.6.4. 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;
- 3.6.5. provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs, which is currently around 75% fixed and 25% discretionary;
- 3.6.6. 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 fully understand and undertake to Sole Sponsor and the Underwriters that they have met or will meet these responsibilities; and
- 3.6.7. where the Company decided not to adopt an Overall Coordinator's 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.

- 3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, Essence, GTJA, Huatai, CISI, Livermore, Tiger, Fosun, Citrus, SPDB, China Galaxy and Hong Tai to act as the capital market intermediaries of the Global Offering. CICC, Essence, GTJA, Huatai, CISI, Livermore, Tiger, Fosun, Citrus, SPDB, China Galaxy and Hong Tai, relying on the Warranties and subject as hereinafter mentioned, hereby confirm their acceptance of such appointment.
- 3.8 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and as agents of the Company, to procure applications for the Hong Kong Offer Shares under and in connection with the Hong Kong Public Offering and to assist the Company in offering to the public in Hong Kong the Hong Kong Offer Shares at the Offer Price in accordance with the provisions of this Agreement and the terms and conditions set out in the Hong Kong Public Offering Documents, and the Hong Kong Underwriters, relying on the Warranties, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.9 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.8 is made on the basis, and on terms, that each appointee (“**delegating appointee**”) is irrevocably 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) to any one or more of its affiliates or any other person (the “**delegated appointee**”); provided that such delegated appointee is permitted by applicable Laws to discharge the duties conferred upon them and each delegating appointee under this Clause shall remain liable for all acts and omissions of the delegated appointee in respect of the work delegated pursuant to this Agreement.
- 3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.8 confer on each of the appointees and their respective delegates under Clause 3.9 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, global coordinator, lead manager, bookrunner, sponsor-overall coordinator, overall coordinator, 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 lawful exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Sponsor-OC, Overall Coordinators, CMIs and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as

underwriters in connection with the Hong Kong Public Offering, the Joint Global Coordinators in their role as such, are acting solely as global coordinators of the Global Offering, the Joint Bookrunners, in their role as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers, in their role as such, are acting solely as lead managers of the Global Offering, the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the H Shares on the SEHK, the Sponsor-OC, in its role as such, is acting solely as sponsor-overall coordinator of the Global Offering, the Overall Coordinators, in its role as such, are acting solely as overall coordinators of the Global Offering and the CMIs, in their role as such, are acting solely as capital market intermediaries of the Global Offering.

Each of the Warrantors further acknowledges that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators or the CMIs, as applicable, act or be responsible as a fiduciary or adviser to the Company, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators 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. Each of the Warrantors further acknowledges and agrees that each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs is acting in the capacity as a sponsor, a sponsor-overall coordinator, an Overall Coordinators and a CMI respectively subject to the Code of Conduct For Persons Licensed by or Registered with the SFC (the "**Code of Conduct**"), and therefore the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs only owe certain regulatory duties to the Stock Exchange, the SFC and the CSRC but not to any other party including the Warrantors.

- 3.12 The Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated 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, and each of the Warrantors hereby confirms its understanding and agreement to that effect (irrespective of whether any of the Hong Kong Underwriters, the Joint Global Coordinators the Overall Coordinators, the Sole Sponsor, the Sponsor-OC, the Joint Bookrunners, the Joint Lead Managers and the CMIs have advised or are currently advising the Warrantors or any of them on other matters). The Warrantors, on the one hand, and the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators 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 Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators or the CMIs, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators or the CMIs, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Overall Coordinators, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the AFRC Transaction Levy and the Transaction Levy as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs has assumed, and will assume, any fiduciary or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs have advised or are currently advising the Warrantors or any of them on other matters).

The Company further acknowledges and agrees that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs are not advising the Company, its Directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company 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 Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators or the CMIs and their respective directors, officers and affiliates shall have any responsibility or liability to the Company with respect thereto. Any review by the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs of the Company, the transactions contemplated by this Agreement or other matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint

Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMI and shall not be on behalf of the Company.

Additionally, the Company further acknowledges that the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflicts of interests and any claims that such Warrantor may have against the Hong Kong Underwriters, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the CMIs with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of SEHK or any process or matters leading up to such transactions.

- 3.13 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement to the contrary, none of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs, the Hong Kong Underwriters and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any other Indemnified Party, in connection with, the following matters (it being acknowledged by the parties that the Warrantors are 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 11.1.1 to 11.1.3, and, notwithstanding anything contained in Clause 11, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 11 to recover any Loss (as defined in Clause 11.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.14 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.8, as applicable, or by any of the delegates under Clause 3.9 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal) 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 3.8 or their respective delegates under Clause 3.9. The obligations of the appointees hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.8 will be liable for any failure on the part of any of the other appointees

to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.8 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

- 3.15 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Public Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares upon and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Sole Sponsor shall arrange for and the Company shall cause, the Formal Notice to be published in the manner specified in SCHEDULE 5 (or such other publication(s) and/or day(s)) as may be agreed by the Company and the Sole Sponsor). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the Stock Exchange at www.hkexnews.hk and on the website of the Company at www.qyuns.net.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours 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 the HK eIPO White Form Service Provider to act as the service provider in relation to the HK eIPO White Form Service upon and subject to the terms and conditions of any separate agreement between them. The Company undertakes with the Hong Kong Underwriters to use its best endeavours to procure that the H Share Registrar shall do all such acts and things as may be

reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal or Extreme Conditions (as defined in the Hong Kong Prospectus) 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 Conditions (as defined in the Hong Kong Prospectus) 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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall, after discussion with the Company, as soon as practicable after the close of the Application Lists, determine the manner and the basis of allocation of the Hong Kong Offer Shares. The Company agrees that the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allotment of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, without prejudice to Clause 4.11 below, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use its best endeavours to procure the Receiving Bank and the H Share Registrar to, as soon as practicable after the close of the Application Lists, provide the Sole Sponsor, the Sponsor-OC and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, *inter alia*:

4.5.1 in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; and

4.5.3 the 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 at the Offer Price, 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 forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding the payment for the Hong Kong Offer Shares), provided that:

- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 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 2.6, 4.10 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the 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 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 applications for subscription of Hong Kong Offer Shares received prior to the closing of the Application Lists and accepted by the Overall Coordinators and the Sole Sponsor pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any

event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

- 4.9.1 make application 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 deliver to the Overall Coordinators records for the duly completed applications; and
- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy in accordance with the terms of the Hong Kong Public Offering Documents), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and subject to the Nominee receiving payment referred to in Clause 4.9.2, the Company shall, as soon as practicable and in no event later than 9:00 a.m. on March 20, 2024 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its reasonable endeavours to procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by 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 and Clause 4.11.3 and provisions under Chapter 4.14 of the Guide, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine and the Hong Kong Underwriters will 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; and
- 4.11.2 if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times, (ii) 50 times or more but less than 100 times, or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 3,614,000, 4,818,600 and 6,023,200 Shares, respectively, representing approximately 30% (in the case of (i)), approximately 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; and
- 4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Offer Shares are fully subscribed as to less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are undersubscribed, and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the Offer Price would be set at HK\$19.80 (low-end of the indicative Offer Price range), up to 1,204,600 Offer

Shares may be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of the Offer Shares available under the Hong Kong Public Offering will be increased to 2,409,400 H Shares, representing 20% of the number of Offer Shares initially available under the Global Offering.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators and the Sole Sponsor may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or that 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 the Overall Coordinators or any of the Hong Kong Underwriters and the CMIs shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things reasonably required to implement the Hong Kong

Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the SEHK.

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 March 20, 2024 (the date specified in the Hong Kong Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents 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, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, Hong Kong Securities Clearing Company Limited 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 Hong Kong Public Offering Applications (with interest thereon) and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date at or around 9:15 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 in immediately available funds 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; provided, however, that:

- 5.2.1 the Sponsor-OC are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies and pay to the Sponsor-OC (and where a person other than the Sponsor-OC are entitled to any amount so deducted, such amount will be received by the Sponsor-OC on behalf of such person) all amounts payable by the Company pursuant to Clause 5.4 (Trading Fee, the AFRC Transaction Levy and Transaction Levy for the Company) and Clause 6 (Commissions and Costs) on the Listing Date, provided the payment of such costs payable by the Company pursuant to Clause 6.3 (if so directed by the Sponsor-OC to be deducted from such application monies pursuant to this Clause 5.2.1) shall be set out in a schedule and agreed between the Company and the Sponsor-OC and settled by the Sponsor-OC which shall be settled within 45 days after the Listing Date; and
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed between the Company and relevant parties, the shortfall or the amounts not so deducted, as applicable, to the Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the AFRC Transaction Levy and the Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$20.20 per Offer Share.

- 5.3 **Brokerage, Trading Fee, AFRC Transaction Levy and Transaction Levy for applicants:** Subject to the receipt of the application monies pursuant to Clause 5.2, the Sponsor-OC 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 AFRC Transaction Levy and the 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 Hong Kong Public Offering Applications. The Sponsor-OC is hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts at the Listing Date.

- 5.4 **Trading Fee, the AFRC Transaction Levy and Transaction Levy for the Company:** Subject to the receipt of the application monies pursuant to Clause 5.2, the Sponsor-OC will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee, the AFRC Transaction Levy and the Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Sponsor-OC is hereby irrevocably and unconditionally authorised 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, 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 **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.
- 5.7 **No responsibility for default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMI's or the Hong Kong Underwriters has any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application of funds.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission and incentive fee:** In consideration for the Hong Kong Underwriters assuming their Hong Kong Public Offering Underwriting Commitment under this Agreement, subject to this Agreement having become unconditional and having not been terminated in accordance with Clause 10, the Company shall pay to the Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 6.8 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (including any International Offer Shares reallocated to the Hong Kong Public Offering and excluding any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the "**Underwriting Commission**"). The respective entitlements of the Hong Kong Underwriters and the CMI's to the Underwriting Commission shall be determined in accordance with the terms of the International Underwriting Agreement. For the avoidance of doubt, the Underwriting Commission to be paid by the Company to each Overall Coordinator, together with other information required under Rule 9.11(23a) of the Listing Rules shall be

submitted to the Stock Exchange by the time and in the manner as required under the Listing Rules. The payment by the Company to the Sponsor-OC (as settlement agent of the Hong Kong Underwriters) of the Underwriting Commission shall be a full discharge of the Company's obligation to the Hong Kong Underwriters to pay the underwriting commission and the Company shall not be responsible for the allocation and distribution of the Underwriting Commission among the Hong Kong Underwriters. In addition, the Company may, at its sole and absolute discretion, to pay to one or more Hong Kong Underwriters an incentive fee of up to 2.27 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (including any International Offer Shares reallocated to the Hong Kong Public Offering and excluding any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the "**Incentive Fee**"). The amount and allocation of the Incentive Fee (if any) shall be determined at the sole and absolute discretion of the Company. The actual and absolute amount of the Incentive Fee (if any) shall be determined by the Company. For the avoidance of doubt, the allocation of the Incentive Fee (if any) to each CMI, and the time schedule for payment of the Underwriting Commission and the Incentive Fee (if any) payable to each CMI shall be determined in accordance with the terms of the International Underwriting Agreement. The Company confirms and acknowledges that it has been advised by the Overall Coordinators on the current market practice of the ratio of fixed and discretionary fees to be paid to the CMIs which is currently 75%:25% as indicated in SFC's consultation conclusion on the Code of Conduct.

- 6.2 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Sole Sponsor 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 Sole Sponsor pursuant to and in accordance with the terms of the Sponsor-OC EL in respect of the Global Offering entered into between the Company and the Sole Sponsor.
- 6.3 **Costs payable by the Company:** Subject to Clause 6.4, all costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, 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 the fees and expenses of all legal advisers to the Underwriters;
 - 6.3.4 fees, disbursements and expenses of the Industry Consultant;
 - 6.3.5 fees, disbursements and expenses of the Internal Controls Consultant;

- 6.3.6 fees, disbursements and expenses of any public relations consultants engaged or as agreed by the Company;
- 6.3.7 fees, disbursements and expenses of the Receiving Bank and the Nominee;
- 6.3.8 fees, disbursements and expenses related to the application for listing of the Offer Shares on the SEHK, the registration of any documents with any relevant Authority and the qualification of the Offer Shares in any jurisdiction;
- 6.3.9 all printing costs (including fees and expenses of the financial printer retained for the Global Offering) as incurred and approved by the Company;
- 6.3.10 all costs of preparation, printing, despatch, filing and distribution of the Offering Documents properly and reasonably incurred in relation to the Global Offering, and all amendments and supplements thereto;
- 6.3.11 all costs of preparation, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques properly and reasonably incurred in relation to the Global Offering;
- 6.3.12 the Trading Fee, the AFRC Transaction Levy and the Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any), stamp duty (if any), and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares or otherwise in connection with the Global Offering;
- 6.3.13 all fees and cost payable by the Company to the Overall Coordinators and CMIs pursuant to and in accordance with the terms of their respective engagement letters in respect of the Global Offering;
- 6.3.14 other out-of-pocket expenses properly and reasonably incurred in relation to the Global Offering and as specified in the respective engagement letters;
- 6.3.15 fees and expenses related to company searches, litigation searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering as agreed by the Company; and
- 6.3.16 all CCASS transaction fees payable in connection with the Global Offering,

shall be borne by the Company but subject to the terms and conditions under the respective engagement letters entered into between the Company and the relevant parties (including but not limited to the Sole Sponsor and the Overall Coordinators), and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees,

charges and taxation in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed by the Company, provided that the payment of such costs, expenses, fees, charges and taxation (if so direct by the Sponsor-OC to be deducted from the Hong Kong Public Offering application monies pursuant to Clause 5.2.1) shall be set out in a schedule and agreed among the Company and the Overall Coordinators and settled by the Sponsor-OC within 45 days after the Listing Date. Notwithstanding the Clause 16.12, all payment and deduction (including costs, expenses, fees, charges and taxation) payable by the Company under this Clause 6.3 shall be made in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed by the Company and such relevant parties.

- 6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Incentive Fee under Clause 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and taxation referred to in Clauses 6.2 and 6.3 which have been incurred or are liable to be paid by the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and/or the Hong Kong Underwriters and all other reasonable costs, expenses, fees, charges and taxation payable by the Company pursuant to Clauses 6.2 and 6.3, in accordance with the terms of the respective engagements or otherwise in the manner as previously agreed by the Company.
- 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 or pursuant to the International Underwriting Agreement, be payable by the Company to the relevant parties entitled thereto within forty-five(45) Business Days of written demand or (where applicable) pursuant to the terms and conditions of the relevant agreement(s) entered into between the Company and the relevant parties. All payments to be made by the Company under this Clause 6 are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto, unless the terms of the respective engagements determine otherwise.

7 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 7.1 **Warranties:** Each of the Warrantors jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of **Schedule 2** hereto, and each of the Controlling Shareholders jointly and severally hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of **Schedule 2** hereto, to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the

Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Company and the Controlling Shareholders acknowledges that each of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement. Any closing certificate as referred to in the International Underwriting Agreement signed by a director or officer of any of the Warrantors and delivered to the Overall Coordinators or the Joint Global Coordinators or the Sole Sponsor or the CMIs or the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by each of them, as to matters covered thereby, to each of or the Overall Coordinators or the Sole Sponsor or the CMIs or the Underwriters.

7.2 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:

- 7.2.1 immediately prior to the Applicable Time (as defined in the International Underwriting Agreement);
- 7.2.2 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;
- 7.2.3 on the Hong Kong Prospectus Date and the date(s) of any supplemental Hong Kong Prospectus(es) (if any);
- 7.2.4 on the Acceptance Date;
- 7.2.5 on the Price Determination Date;
- 7.2.6 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 7.2.7 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;
- 7.2.8 immediately prior to the payment by the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Overall Coordinators, the CMIs 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);
- 7.2.9 8:00 a.m. on the Listing Date;

7.2.10 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 that all Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above without taking into consideration any amendment or supplement to the Pricing Disclosure Package subsequent to the Applicable Time (as defined in the International Underwriting Agreement) and/or any amendment or supplement to the Offering Circular subsequent to the date of the Offering Circular and/or any amendment or supplement to the Offering Documents and the PHIP made or delivered under Clause 7.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Sole Sponsor and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in the Clause 7.2 shall affect the on-going nature of the Warranties.

7.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing (including electronic mail) if it comes to its knowledge that any of the Warranties is untrue, inaccurate or 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 dates and times specified in Clause 7.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading or breached in any respect or any significant new factors likely to affect the Hong Kong Public Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).

7.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect or misleading in any respect at any time up to the dates and times specified in Clause 7.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents and the PHIP or any of them without the prior approval of the Sole Sponsor and the Overall Coordinators, provided that such approval shall not be unreasonably withheld or delayed.

7.5 **Remedial action and announcements:** The Company and/or the Controlling Shareholders shall notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the dates on which the Warranties are deemed to be given pursuant to the

provisions of Clause 7.2, (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 requires or could require the making of any change to any of the Offering Documents and the PHIP so that any such Offering Documents and the PHIP would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made when any such Offering Documents and the PHIP were delivered, not misleading, (iii) it shall become necessary for any other reason to amend or supplement any of the Offering Documents and the PHIP, 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 (iii) above, the Company, at its own expense, shall as soon as practicable take such remedial action as may be required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents and the PHIP or any of them as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and supplying the Sole Sponsor and the Overall Coordinators or such persons as they may direct, with such number of copies of such amendments or supplements as they may require.

- 7.6 For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Overall Coordinators for the Company to take any such remedial action shall not constitute a waiver of, or in any way affect, any rights of the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the CMIs or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact.
- 7.7 **Warrantors' knowledge:** A reference in this Clause 7 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 Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters under this Clause 7 shall not be prejudiced by such knowledge, investigation and/or enquiry, to the extent permitted by law.
- 7.8 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.

- 7.9 **Release of obligations:** Any liability to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, 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 Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and Hong Kong Underwriters) against any other person under the same or a similar liability.
- 7.10 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 7.11 **Full force:** For the purpose of this Clause 7:
- 7.11.1 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
- 7.11.2 if an amendment or supplement to the Offering Documents and the PHIP or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 7.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 7 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.
- 7.12 **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 terms of this Agreement.

8 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 8.1 **Lock-up on the Company:** Except for the issue of Shares or securities pursuant to the Global Offering and/or otherwise pursuant to the Listing Rules, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months from the Listing Date (the “**First Six-**

Month Period”), the Company hereby undertakes to each of the Sole Sponsor, Overall Coordinators, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs and the Hong Kong Underwriters not to, whether conditionally or unconditionally, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- 8.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other equity securities of the Company or any interest in any of the foregoing (including any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or deposit any Shares or other equity securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
- 8.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other equity securities of the Company, or any interest in any of the foregoing (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or
- 8.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 8.1.1 or 8.1.2 above; or
- 8.1.4 offer to or agree to or announce any intention to effect any transaction specified in Clause 8.1.1, 8.1.2 or 8.1.3 above, in each case, whether any of the transactions specified in Clause 8.1.1, 8.1.2 or 8.1.3 above is to be settled by delivery of Shares or other equity securities of the Company or shares or other equity securities of such other member of the Group, as applicable, or in cash or otherwise (whether or not the issue of such Shares or other equity securities will be completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 8.1.1, 8.1.2 or 8.1.3 above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. Each of the Controlling Shareholders undertake to each of the Overall Coordinators, the Hong Kong Underwriters and the Sole Sponsor to procure the Company to comply with the foregoing undertakings.

- 8.2 **Maintenance of public float:** The Company agrees and undertakes that it will not, and each of the Controlling Shareholders further undertakes to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to breach the minimum public float requirements specified in the Listing Rules on or before the date falling six months after the Listing Date without having first obtained the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 8.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby agrees and undertakes to each of the Sole Sponsor, Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Hong Kong Underwriters and the Company that, within the First Six-Month Period and the Second Six-Month Period, except as pursuant to the Global Offering, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules, he or it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for he or it and the companies controlled by he or it will not:
- 8.3.1 sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an encumbrance over, or agree to transfer or dispose of or create an encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other equity securities of the Company or any interest therein (including any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares), or deposit any Shares or other equity securities of the Company with a depositary in connection with the issue of depositary receipts; or
 - 8.3.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other equity securities of the Company or any interest therein (including any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares; or
 - 8.3.3 enter into any transaction with the same economic effect as any transaction specified in Clause 8.3.1 or 8.3.2; or
 - 8.3.4 offer to or agree to or announce any intention to effect any transaction specified in Clause 8.3.1, 8.3.2 or 8.3.3 above, in each case, whether any of the transactions specified in Clause 8.3.1, 8.3.2 or 8.3.3 above is to be settled by delivery of Shares or other equity securities of the

Company or in cash or otherwise (whether or not the issue of such Shares or other equity securities will be completed within the First Six-Month Period and the Second Six-Month Period).

Each of our Controlling Shareholders agrees and undertakes to each of the Sole Sponsor, Overall Coordinators the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, CMIs and the Hong Kong Underwriters and the Company that, until the expiry of the Second Six-Month Period, in the event that he or it enter into any of the transactions specified in Clause 8.3.1, 8.3.2, 8.3.3, 8.3.4 above or offer to or agree to or announce any intention to effect any such transaction, he or it will take all reasonable steps to ensure that he or it will not create a disorderly or false market in the securities of the Company.

The Company hereby undertakes to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement.

- 8.4 **Full force:** The undertakings in this Clause 8 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.

9 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters and each of them that it will, and the Controlling Shareholders shall procure the Company to:

- 9.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, the CSRC Rules and all requirements of the SEHK, the SFC and the CSRC Rules in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including, but not limited to:
- 9.1.1 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 9.1.2 making all necessary Approvals and Filings and obtaining all necessary Approvals with the Registrar of Companies in Hong Kong, the CSRC, the SEHK and the SFC, as applicable;
 - 9.1.3 making available on display on the website of the Stock Exchange at www.hkexnews.hk and the Company's website at www.qyuns.net the documents referred to in the section of the Hong Kong Prospectus

headed “Documents Delivered to the Registrar of Companies and Documents on Display – Documents on Display” for the period stated therein;

- 9.1.4 using its best endeavours to procure that each of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider, and the Receiving Bank Agreement, and all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;
- 9.1.5 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 except to the extent permitted under the Listing Rules and by the Stock Exchange (if applicable) and having obtained confirmation to that effect;
- 9.1.6 procuring that none of the Company, any member of the Group and/or the Controlling Shareholders, and/or any of their respective substantial shareholders, directors, officers, employees, affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;
- 9.1.7 procuring that no connected person (as defined in the Listing Rules) of the Company and that the relevant connected person to procure that none of their respective associates will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or a waiver from compliance with the Listing Rules duly granted, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, controlled company or nominee, it shall forthwith notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 9.1.8 that no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;

- 9.1.9 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” and in case of any change the Company has to obtain prior consent from the Sole Sponsor (such consent shall not be unreasonably withheld or delayed) and such change to be in compliance with the requirements under the Listing Rules and/or the requirements of SEHK and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;
- 9.1.10 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreements, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of 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, the Chapter 4.15 of the Guide;
- 9.1.11 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agreeing not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Overall Coordinators (for and on behalf of the Underwriters) and the Sole Sponsor (such consent shall not be unreasonably withheld or delayed);
- 9.1.12 from the date hereof until the date which is the thirtieth Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise);
- 9.1.13 cooperating with and fully assisting, and procuring members of the Group, the Controlling Shareholders, and/or any of their respective 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 Sole

Sponsor, the Sponsor-OC, the Overall Coordinators, the CMI and the Underwriters, to facilitate its performance of its duties, as the case may be, as a sponsor, an OC, a Sponsor-OC and/or a CMI and to meet its obligations and responsibilities to report and provide materials, information and documents to the Stock Exchange, the CSRC, the SFC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof) and the CSRC Rules;

- 9.1.14 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Sole Sponsor for their review.
- 9.2 **Information:** provide to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators and the CMI 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 whether relating to the Group or the Company or the Controlling Shareholders or otherwise as may be reasonably required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in connection with the Global Offering 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, of the SFC or of the CSRC or of any other relevant Authority);
- 9.3 **Receiving Bank, Nominee and H Share Registrar and HK eIPO White Form Service Provider:** using its best endeavours to procure that each of the Receiving Bank, the Nominee and the H Share Registrar and the HK eIPO White Form Service Provider shall do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;
- 9.4 **Restrictive covenants:** not, and procure that no other member of the Group will:
 - 9.4.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect;
 - 9.4.2 on or prior to the Listing Date, enter into any commitment or arrangement which in the sole and absolute opinion of the Sole Sponsor, the Sponsor-OC and the Overall Coordinators has or will or may have a material adverse effect on the Global Offering;
 - 9.4.3 on or prior to the Listing Date, take any steps which, in the reasonable opinion of the Sole Sponsor, the Sponsor-OC and the Overall

Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus; or

- 9.4.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank and the Nominee and the HK eIPO White Form Service Provider without the prior written consent of the Sole Sponsor, the Sponsor-OC and the Overall Coordinators; or
 - 9.4.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend any constitutional documents of the Company, including, without limitation, the Articles of Association (save for allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing, as described in the Hong Kong Prospectus); and
 - 9.4.6 without the prior written approval of the Sole Sponsor and the Sponsor-OC and the Overall Coordinators (such approval shall not be unreasonably withheld or delayed), 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 and the PHIP, or any amendment or supplement thereto, except for the Offering Documents and the PHIP, any written materials agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Sole Sponsor to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement;
- 9.5 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK, the CSRC 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 Code on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 9.6 **Legal and regulatory compliance:** comply with (and has duly complied with) all applicable Laws (including, without limitation, and for the avoidance of doubt, the rules, regulations, codes, requirements of the SEHK, the CSRC, the SFC and any other Authority) including, without limitation:
- 9.6.1 delivering to the SEHK as soon as practicable before the commencing of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary which will be generated by FINI system;

- 9.6.2 procuring that the audited accounts of the Company for the financial year ended on December 31, 2023 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;
- 9.6.3 complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public any information required by the CSRC, the SEHK, the SFC and any other Authority to be announced and disseminated to the public;
- 9.6.4 providing to the Sole Sponsor and 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 required in the context of the Global Offering (save for such resolutions, consents, authorities, documents, opinions and certificates delivered pursuant to Clause 2.1.1) owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and the Overall Coordinators may reasonably require;
- 9.6.5 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procuring that the Directors uphold, comply and act in accordance with the provisions of the same;
- 9.6.6 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 9.6.7 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;
- 9.6.8 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;
- 9.6.9 complying with the provisions of Chapter 13 of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs to the extent applicable;
- 9.6.10 maintaining the appointment of a compliance adviser as required by the Listing Rules; and

- 9.6.11 ensuring compliance of and procuring compliance by the Controlling Shareholders, Directors that no rebates shall be, directly or indirectly, provided by the Company, any of the Controlling Shareholders, Directors to any placee or investor for the Offer Shares and that the consideration payable by any placee or investor for the Offer Shares allotted to it shall be the same as the aggregate of the Offer Price in respect of all such Offer Shares allotted to it; and promptly notifying the Overall Coordinators and Sole Sponsor if the Company shall become aware of any syndicate members providing rebate to any placee or investor for the Offer Shares allotted to it or the consideration payable by any placee or investor for the Offer Shares allotted to it not being the same as the aggregate of the Offer Price in respect of all such Offer Shares allotted to it;
- 9.6.12 complying with the requirements under the Listing Rules to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendations and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 9.6.13 complying with and procuring its Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to providing each syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for, or purchase, equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;
- 9.6.14 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 9.6.15 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements, approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 9.6.16 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation,

the CSRC Rules), promptly notifying the CSRC or the relevant Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters of such material information to the extent permitted by the applicable Laws;

- 9.6.17 assisting the Sponsor-OC and the Overall Coordinators to provide the required information under the Code of Conduct and the Listing Rules (including but not limited to the information under Rule 9.11(23a) and 9.11A and paragraph 19 of Appendix F1 to the Listing Rules, where applicable) to the Stock Exchange in accordance with Rule 3A.44 of the Listing Rules;
 - 9.6.18 keeping the Overall Coordinators informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under Clause 9.1.13 and Clause 9.6.14 above, and to enable the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the CSRC and/or the SFC, in a timely manner, such information as the Stock Exchange, the CSRC or the SFC may require;
 - 9.6.19 providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information to them as referred to in Clause 9.1 and Clause 9.6; and
 - 9.6.20 complying, cooperating and assisting with record-keeping obligations of the Company, the Sponsor-OC, the Overall Coordinators and the CMIs under the Code of Conduct, the CSRC Rules and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an OC.
- 9.7 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been, are being or will promptly be rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Controls Consultant in its internal controls report;
- 9.8 **Significant changes:** promptly provide particulars thereof to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if, at any time up to or on the date falling twelve months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents and the PHIP or a significant new matter arises, the inclusion of information in respect of

which would have been required in any of the Offering Documents and the PHIP had it arisen before any of them was issued, and, in connection therewith, further:

- 9.8.1 inform the SEHK of such change or matter if so required by any of the Sole Sponsor and the Overall Coordinators;
- 9.8.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the SFC, the Sole Sponsor or the Overall Coordinators and in a form approved by the Sole Sponsor and the Overall Coordinators, deliver such documentation through the Sole Sponsor to the SEHK for approval (unless otherwise directed by the SEHK) and publish such documentation in such manner as the SEHK or the Sole Sponsor, or the Overall Coordinators may require;
- 9.8.3 at its expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares, and
- 9.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor and the Overall Coordinators (such consent shall not be unreasonably withheld or delayed),

and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and

- 9.9 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 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 TERMINATION

- 10.1 **Termination events:** The Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters) shall, in their sole and absolute discretion, be entitled by notice (in writing) to the Company to terminate this Agreement with immediate effect if prior to 8:00 a.m. on the Listing Date:

- 10.1.1 there shall develop, occur, exist or come into effect:

- (a) any event or series of events or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreaks of diseases or its escalation, mutation or aggravation (including, without limitation, COVID-19, SARS, swine or

avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) and such related/mutated forms, but excluding such epidemic, pandemic and outbreak of diseases subsisting as of the date of this Agreement which have not materially escalated thereafter), economic sanctions, strikes, labour disputes, lock-outs, other industrial actions, fire, explosion, flooding, earthquake, tsunami, volcanic eruption, riots, rebellion, civil commotion, 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)) or paralysis in government operations in or affecting Hong Kong, the PRC, the United States, Japan, Singapore, the United Kingdom, the European Union (or any member thereof) or any other jurisdiction relevant to any member of the Group (collectively, the “**Relevant Jurisdictions**”); or

- (b) any change, or any development involving a prospective change, or any event or circumstance 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 conditions, equity securities or exchange control or any monetary or trading settlement system or other financial markets (including, without limitation, conditions in the stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets) in or affecting any 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 SEHK, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London 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), the PRC, New York (imposed at Federal or New York State level or other competent Authority), London, or any other Relevant Jurisdiction, or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or
- (e) any new Law, or any change or any development involving a prospective change or any event or circumstance likely to result in a change or a development involving a prospective change in (or in the interpretation or application by any court or other

competent Authority of) existing Laws, in each case, in or affecting any of the Relevant Jurisdictions; or

- (f) the imposition of sanctions, in whatever form, or the withdrawal of trading privileges, directly or indirectly, under any sanction Laws, or regulations in, Hong Kong, the PRC or any other Relevant Jurisdiction; or
- (g) a change or development involving a prospective change 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, United States dollar, the Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or RMB is linked to any foreign currency or currencies), or the implementation of any exchange control, in any of the Relevant Jurisdictions or affecting an investment in the Offer Shares; or
- (h) any litigation or claim of any third party being threatened or instigated against any member of the Group; or
- (i) a contravention by any member of the Group of the Listing Rules or applicable Laws; or
- (j) a prohibition by a relevant Authority on the Company for whatever reason from offering, allotting, issuing or selling any of the H Shares pursuant to the terms of the Global Offering; or
- (k) non-compliance of the Hong Kong Prospectus (or any other documents used in connection with the contemplated offer and sale of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws by the Company; or
- (l) except with the prior written consent of the Sole Sponsor and the Overall Coordinators, the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus (or to any other documents issued or used in connection with the contemplated offer and sale of the Shares) pursuant to the Companies Ordinance or the Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules, the CSRC Rules or any requirement or request of the SEHK, the CSRC and/or the SFC; or
- (m) the chairman, the chief executive officer or the chief financial officer of the Company or any of the Executive Directors vacating his/her or her office; 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 executive Director; or

- (o) there is any order or petition for the winding-up of any member of the Group or any composition or arrangement made by any member of the Group with its creditors or a scheme of arrangement entered into by any member of the Group or any resolution for the winding-up of any member of the Group 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 or anything analogous thereto occurring in respect of any member of the Group; or
- (p) a valid demand by any creditor for repayment or payment of any indebtedness of any member of the Group or in respect of which any member of the Group is liable prior its stated maturity; or
- (q) 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

which, individually or in the aggregate, in the sole and absolute opinion of the Overall Coordinators and the Sole Sponsor (1) has or will have or may have a material adverse effect on 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 Group as a whole or to any present or prospective shareholder of the Company in its capacity as such; or (2) has or will have or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or (3) makes or will make or may make it inadvisable or inexpedient or impracticable for the Global Offering to proceed or to market the Global Offering or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or (4) has or will have or may have the effect of making any part of this Agreement (including underwriting) 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.

10.1.2 there has come to the notice of the Overall Coordinators or the Sole Sponsor:

- (a) that any statement contained in any of the Offering Documents, the formal notice, the Operative Documents, the Preliminary Offering Circular, the PHIP and/or in any notices, announcements, advertisements, communications or other documents issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (collectively,

the “**Offer Related Documents**”) (including any supplement or amendment thereto) was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete or misleading or deceptive in any material respect, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer Related Documents (including any supplement or amendment thereto) is not fair and honest and based on reasonable assumptions; or

- (b) that any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from or misstatement in any of the Offer Related Documents (including any supplement or amendment thereto); or
- (c) any material breach of any of the obligations imposed upon any party to this Agreement or the International Underwriting Agreement (other than upon any of the Hong Kong Underwriters or the International Underwriters); or
- (d) any event, act or omission which gives or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to Clause 11; or
- (e) any Material Adverse Change; or
- (f) any breach of, or any event or circumstance rendering untrue or incorrect, incomplete or misleading in any respect, any of the Warranties; or
- (g) that approval by the SEHK of the listing of, and permission to deal in, the Shares to be issued or sold under the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (h) the Company withdraws any of the Offering Documents or the Global Offering; or
- (i) any expert (other than the Sole Sponsor) specified in the Hong Kong Prospectus, whose consent is required for the issue of the Hong Kong Prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its consent to being named in the Hong Kong Prospectus or to the issue of any of the Hong Kong Public Offering Documents; or
- (j) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or

- (k) any Director or member of senior management of the Company is being charged with an indictable offence or is prohibited by operation of law or otherwise disqualified from taking part in the management of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director member of senior management of the Company in his or her capacity as such or any member of the Group or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; or
- (l) that a material portion of the orders placed or confirmed in the bookbuilding process, or of the investment commitments made by any cornerstone investors under agreements signed with such cornerstone investors, have been withdrawn, terminated or cancelled.

10.2 Effect of termination: Upon the termination of this Agreement pursuant to Clause 10.1 or Clause 2.4:

- 10.2.1 subject to Clause 10.2.2 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 11 to 15 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;
- 10.2.2 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; and
- 10.2.3 the Company shall forthwith pay to the Sole Sponsor and the Overall Coordinators the costs, expenses, fees, charges and Taxation set out in Clauses 6.2 and 6.3 and the Sole Sponsor and the Overall Coordinators may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such (or any part of such) payments.

11 INDEMNITY

- 11.1 **Indemnity:** Each of the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs, the Hong Kong Underwriters, each of them and each of their respective Indemnified Parties to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis) (save and except for any loss or damages finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been primarily and directly caused by the gross negligence, wilful default or fraud of any of the Indemnified Parties), 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, judgment and 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:

- 11.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings, the Application Proof, the PHIP, the OC Announcement and any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators and the CMI, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 11.1.2 any of the Related Public Information containing any untrue or alleged untrue statement of a fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 11.1.3 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be incomplete or inaccurate in any material respects or misleading 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

- 11.1.4 the execution, delivery or performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 11.1.5 any breach or alleged breach on the part of any of the Warrantors of or any action or omission of any member of the Group or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement or the Price Determination Agreement or the Articles of Association or the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 11.1.6 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 11.1.7 the execution, delivery and performance by the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMI, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Offering Documents or the Application Proof or the PHIP or otherwise in connection with the Global Offering, including but not limited to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC , Overall Coordinator, CMI or otherwise, as applicable; or
- 11.1.8 any act or omission of any member of the Group or the Controlling Shareholders in relation to the Global Offering; or
- 11.1.9 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, Code of Conduct, the CSRC Rules or any Law of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 11.1.10 any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or
- 11.1.11 any breach or alleged breach by any member of the Group or the Controlling Shareholders of applicable Laws;
- 11.1.12 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding; or
- 11.1.13 any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Offering Documents, the Application Proof, the Overall Coordinators Announcement, the PHIP, the Formal Notice, the CSRC Filings or any notices, announcements, advertisements, communications or other

documents arising out of, relating to or connected with the Company or the Global Offering (whether or not approved by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators the CMIs, the Hong Kong Underwriters or any of them) and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or

11.1.14 any breach by the Company of the terms and conditions of the Hong Kong Public Offering; or

11.1.15 any other matter arising out of or in connection with the Global Offering.

11.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the Application Proof and the PHIP, the performance by the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents, the Application Proof and the PHIP, provided that the foregoing shall not be taken to exclude any liability of any Indemnified Party in relation to the matter referred to in Clause 11.1, if and to the extent that, any such Loss is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been resulted primarily and directly from fraud, wilful default or gross negligence of such Indemnified Party.

11.3 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 11 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding with reasonable details thereof, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 11 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Overall Coordinators (on behalf of any Indemnified Parties) and the Sole Sponsor consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such

Proceeding, the Overall Coordinators (on behalf of such Indemnified Parties) and the Sole Sponsor 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 reasonably incurred shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that such Indemnifying Party shall not be liable for the fees and expenses of more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings), save and except for such Proceeding finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been primarily and directly caused by the gross negligence, wilful default or fraud of any of the Indemnified Parties.

- 11.4 **Settlement of claims:** The Indemnifying Party 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, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by law) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

- 11.5 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 11.5.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
 - 11.5.2 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
 - 11.5.3 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.
- 11.6 **Costs:** For the avoidance of doubt, the indemnity under this Clause 11 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 11, except where such 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 in respect of any Losses) which has been finally determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been primarily and directly caused by such Indemnified Party's fraud, gross negligence or willful misconduct.
- 11.7 **Payment on demand:** All amounts subject to indemnity under this Clause 11 shall be paid by an Indemnifying Party as and when they are incurred within 30 Business Days of a valid written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 11.8 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 11 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or withholding under this Clause 11, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum

equal to the sum it would have received had no deduction or withholding been made.

- 11.9 **Taxation:** All payments pursuant to this Clause will be made free and clear of any withholding or deduction for or on account of Taxation, unless such withholding or deduction is required by law. If a payment under this Clause 11 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 11.10 **Full force:** The foregoing provisions of this Clause 11 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

12 ANNOUNCEMENTS

- 12.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein and/or the Global Offering shall be made or dispatched by the Company or the Controlling Shareholders (or by any of their respective directors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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.
- 12.2 **Discussion with the Sole Sponsor and the Overall Coordinators:** The Company undertakes to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will discuss with the Sole Sponsor and the Overall Coordinators any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company or any other member of the Group, within three months following the date of Prospectus.
- 12.3 **Full force:** Subject to Clause 12.1, for the avoidance of doubt, the restriction contained in this Clause 12 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 as any of the Sole Sponsor or the Overall

Coordinators still remain as sponsor or the sponsor-overall coordinator or the overall coordinator to the Company, the termination of this Agreement.

13 NOTICES

13.1 **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.

13.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 13.3 and if so addressed, shall be deemed to have been duly given or made as follows:

13.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

13.2.2 if sent by post, two Business Days after the date of posting;

13.2.3 if sent by airmail, five Business Days after the date of posting;

13.2.4 if sent by email, at the earlier of (i) the time the recipient acknowledges receipt; and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered; or

13.2.5 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.

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 [13.2.4](#) and [13.2.5](#) 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.

13.3 **Details of contact:** The relevant address and facsimile number of each of the parties hereto for the purpose of this Agreement, subject to Clause 14.4, are as follows:

If to the **Company**, to:

Room 1310, Building 1, No. 907 Yaocheng Avenue, Taizhou, Jiangsu, PRC

Fax : N/A
Attention : Mr. Hu Yanbao
Email : huyanbao@qyuns.net

If to the **Mr. Qiu**, to:

Room 1310, Building 1, No. 907 Yaocheng Avenue, Taizhou, Jiangsu, PRC

Fax : N/A
Attention : Mr. Hu Yanbao
Email : huyanbao@qyuns.net

If to the **Mr. Yu**, to:
Room 301, Unit 4, 57 Guanxiang, Xiacheng District, Hangzhou, Zhejiang, PRC

Fax : N/A
Attention : Mr. Yu Guo'an
Email : 13905712700@163.com

If to **CICC**, to:
29/F, One International Finance Centre
1 Harbour View Street
Central, Hong Kong

Fax : (852) 2872 2100
Attention : Project Jedi Team
Email : gi_jedi@cicc.com.cn

If to **Essence**, to:
39/F One Exchange Square
Central, Hong Kong

Fax : (852) 2213 1010
Attention : EIS ECM
Email : projectjedi@eif.com.hk

If to any of the Hong Kong Underwriters, to the address 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.

- 13.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 13.3, provided that such notification shall only be effective on:

13.4.1 the date specified in the notification as the date on which the change is to take place; or

13.4.2 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.

14 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

14.1 Governing law: This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

14.2 Arbitration: Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy, difference or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including non-contractual disputes or claims, and disputes or claims against each party's affiliates) shall be finally referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in Chinese. This arbitration agreement shall be governed by the law of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause.

14.3 Notwithstanding the above, each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMI, the Hong Kong Underwriters and the Sole Sponsor shall also have the sole right:

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

14.3.2 in circumstances in which it becomes or is joined as a defendant or third party in any proceedings, to pursue claims against the Company and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

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

14.4 Submission to jurisdiction: Subject to Clause 14.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of that jurisdiction.

- 14.5 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 14 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 14.6 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 13.
- 14.7 **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. Each of the Controlling Shareholders irrevocably appoint the Company, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Controlling Shareholders, each of the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

Where proceedings are taken against the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Controlling Shareholders shall forthwith 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 Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders.

- 14.8 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Company or the Controlling Shareholders 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), the Company or the Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

15 CONFIDENTIALITY

15.1 Information confidential: Subject to Clause 15.2, each party hereto shall procure that its affiliates and its and their directors, officers 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.

15.2 Exceptions: Any party hereto may disclose, or permit its directors, officers and agents to disclose, information which would otherwise be confidential if and to the extent:

- 15.2.1 required by applicable Laws;
- 15.2.2 required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement for disclosure of information has the force of law;
- 15.2.3 required to vest the full benefit of this Agreement in such party;
- 15.2.4 disclosed to the professional advisers and auditors of such party;
- 15.2.5 the information has come into the public domain through no fault of such party;
- 15.2.6 required by any party or its affiliates on necessary-to-provide basis for the purpose of the Global Offering or necessary in the view of any party or its affiliates 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; or
- 15.2.7 all the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Sole Sponsor), such approval not to be unreasonably withheld,

provided that, in the cases of Clauses 15.2.3 and 15.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

- 15.3 **Full force:** The restrictions contained in this Clause 15 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.

16 GENERAL PROVISIONS

- 16.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 16.2 **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.
- 16.3 **Assignment:** Each of the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 7 and 11, respectively, to any of the persons who have the benefit of the indemnities in Clause 11 and any successor entity to such Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs or Hong Kong Underwriters or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 16.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents and the PHIP or any of them (whether made pursuant to Clause 7.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and the PHIP 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 Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, Sole

Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC, the Overall Coordinators, the CMIs or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 16.5 **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 rights, powers and remedies (whether provided by Laws or otherwise).
- 16.6 **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.
- 16.7 **Entire agreement:** This Agreement (and in the case of the Sole Sponsor and Sponsor-OC, also together with the engagement letter(s) between the Company and each of the Sole Sponsor and Sponsor-OC only in its capacity as a Sole Sponsor and a Sponsor-OC; in the case of the CMIs, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacity as a CMI) constitutes the entire agreement among the Company, the Controlling Shareholders, the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Sponsor-OC EL 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 at any time prior to the execution of this Agreement. If any terms herein this Agreement are inconsistent with that of the OC ELs and the CMI Engagement Letters, the terms in this Agreement shall prevail.
- 16.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 16.9 **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 each 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.

16.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

16.11 **Rights of third parties:** To the extent otherwise set out in this Clause 16.11, 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 right or remedy of a third party which exists or is available apart from that Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on Clause 11 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 16.11(a).

16.12 **Taxation:** All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Hong Kong Underwriters, the Joint Global Coordinators or the Joint Bookrunners, the Sponsor-OC, the Overall Coordinators, the CMIs, as applicable. If a Hong Kong Underwriter, the Joint Global Coordinators, a Joint Bookrunner, Sole Sponsor, a Sponsor-OC, an OC or a CMIs is required by any PRC Authority to pay any Taxes imposed by the PRC or any political subdivision or taxing authority thereof or therein (“**PRC Taxes**”) as a result of this Agreement, the Company will pay an additional amount to such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor so that the full amount of such payments as agreed in this Agreement to be paid to such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor is equal to the net amount received by such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor and will further, if requested by such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC,

CMI or Sole Sponsor, use commercially reasonable efforts to give such assistance as such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor may reasonably request to assist such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor in discharging its obligations in respect of such PRC Taxes, including by making filings and submissions on such basis and such terms as such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, CMI or Sole Sponsor reasonably request, promptly making available to such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor notices received from any PRC Authority and, subject to the receipt of funds from such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor, by making payment of such funds on behalf of such Hong Kong Underwriter, Joint Global Coordinators, Joint Bookrunner, Sponsor-OC, OC, CMI or Sole Sponsor to the relevant PRC Authority in settlement of such PRC Taxes.

16.13 Authority to the Overall Coordinators and the Sole Sponsor: Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorizes the Overall Coordinators and the Sole Sponsor to act on behalf of all the Hong Kong Underwriters in its sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators and the Sole Sponsor in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.

16.14 No right of contribution: The Controlling Shareholders hereby irrevocably and unconditionally:

16.14.1 waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

16.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

16.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom it may have relied on before agreeing to any term of this

Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

- 16.15 **Further Assurance:** The Company and the Controlling Shareholders shall from time to time, on being reasonably required to do so by the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Hong Kong Underwriters, the Joint Lead Managers, Joint Bookrunners, the Sponsor-OC, the Overall Coordinators, the CMIs, the Sole Sponsor, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 16.16 **Survival:** The provisions in this Clause 16 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

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

SIGNED by QIU JIWAN (裘齊苑)
for and on behalf of
QYUNS THERAPEUTICS CO., LTD.
江蘇荃信生物醫藥股份有限公司

in the presence of:

)
)
)
)

胡弘陽

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

SIGNED by
QIU JIWAN
裘霽宛

)
)
)



In the presence of:



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

SIGNED by
YU GUO'AN
余國安

)
)
) 余國安

in the presence of:

胡錦儀

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

SIGNED by QIU JIWAN (裘霽宛)
for and on behalf of
HANGZHOU QUANYI INVESTMENT
MANAGEMENT PARTNERSHIP
(GENERAL PARTNERSHIP)
杭州荃毅投資管理合夥企業(普通合夥)

)
)
)
)
)
)



in the presence of:



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

SIGNED by QIU JIWAN (裘霽宛))
for and on behalf of)
SHANGHAI QUANYOU FANYUE)
INVESTMENT MANAGEMENT)
PARTNERSHIP (LIMITED PARTNERSHIP))
上海荃友凡悅投資管理合夥企業(有限合夥))



in the presence of:



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

SIGNED by QIU JIWAN (裘霽宛))
for and on behalf of)
TAIZHOU XINFU TONGXIN ENTERPRISE)
MANAGEMENT PARTNERSHIP)
(LIMITED PARTNERSHIP))
泰州信孚同心企業管理合夥企業(有限合夥))



A handwritten signature in black ink, appearing to be 'Qiu Jiwan', is written over the closing parenthesis of the signature line.

in the presence of:

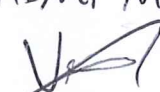
A handwritten signature in black ink, appearing to be 'Wang Jie', is written below the 'in the presence of:' text.

SIGNED by KA SIU CHU
for and on behalf of
CHINA INTERNATIONAL CAPITAL
CORPORATION HONG KONG
SECURITIES LIMITED

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in the presence of:

CHENG MEL SWAN


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MS

CHENG MEI SHAN

SIGNED by CHEUNG NGA LI
for and on behalf of
ESSENCE INTERNATIONAL SECURITIES
(HONG KONG) LIMITED

)
)
)
)



in the presence of:



ZHAN Yueying
Associate, ECM

SIGNED by CHEUNG NGA LI)
for and on behalf of)
ESSENCE INTERNATIONAL SECURITIES)
(HONG KONG) LIMITED)
as attorney for and on behalf of each of)
the other Hong Kong Underwriters)



in the presence of:



ZHAN Yueying
Associate, ECM

SCHEDULE 1
THE HONG KONG UNDERWRITERS

<u>Hong Kong Underwriters</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to _____ be underwritten</u>
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre 1 Harbour View Street, Central Hong Kong	See below	See below
Essence International Securities (Hong Kong) Limited 39/F, One Exchange Square Central, Hong Kong	See below	See below
Guotai Junan Securities (Hong Kong) Limited 26/F-28/F, Low Block Grand Millennium Plaza 181 Queen's Road Central Hong Kong	See below	See below
Huatai Financial Holdings (Hong Kong) Limited 62/F, The Center 99 Queen's Road Central Hong Kong	See below	See below
China Industrial Securities International Capital Limited 32/F, Infinitus Plaza 199 Des Voeux Road Central Sheung Wan Hong Kong	See below	See below
Livermore Holdings Limited Unit 1214A, 12/F Tower II Cheung Sha Wan Plaza 833 Cheung Sha Wan Road Kowloon	See below	See below

Hong Kong		
Tiger Brokers (HK) Global Limited 1/F, FWD Financial Centre 308 Des Voeux Road Central Hong Kong	See below	See below
Fosun International Securities Limited Suite 2101-2105, 21/F, Champion Tower 3 Garden Road Central Hong Kong	See below	See below
Citrus Securities Limited Room 2201, 22/F, OfficePlus@Wan Chai 303 Hennessy Road Wan Chai Hong Kong	See below	See below
SPDB International Capital Limited 33/F, SPD Bank Tower, One Hennessy 1 Hennessy Road Hong Kong	See below	See below
China Galaxy International Securities (Hong Kong) Co., Limited 20/F Wing On Centre 111 Connaught Road Central Hong Kong	See below	See below
Hong Tai Securities Limited Units 1803-1804 18F, Infinitus Plaza 199 Des Voeux Road Central Hong Kong	See below	See below
Total	100%	100%

The Hong Kong Public Offering Underwriting Commitment of each of the Hong Kong Underwriters above shall be set out in the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Part A: Representations and Warranties of the Company and the Controlling Shareholders

1. Accuracy of information

- 1.1 None of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the CSRC Filings and the PHIP contains any untrue statement of a material fact or omits to state any material fact necessary in order to make such statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, the Controlling Shareholders, any other member of the Group, and/or any of their respective supervisors, directors, officers, or, to the best of the Warrantors' knowledge, any of their respective employees, affiliates or agents to the SEHK, the SFC, the CSRC, any applicable Authority, the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the CMIs, the Reporting Accountants, the Internal Controls Consultant, the Industry Consultant, and/or the legal and other professional advisers for the Company or the Underwriters and the CMIs or the Overall Coordinators for the purposes of the Global Offering and/or the listing of the Shares on the SEHK (including, without limitation, for the purpose of replying to queries and comments raised by the SEHK, the SFC or the CSRC, the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date of this Agreement), the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the CSRC Filings and the PHIP or provided for or in the course of due diligence or the discharge by the Sole Sponsor of its obligations as sponsor under the Listing Rules and other applicable Laws (including the CSRC Rules), the information and documents provided for the discharge by the Underwriters, the Overall Coordinators and the CMIs of their respective obligations as an Underwriter, an Overall Coordinator and/or a CMI under the Code of Conduct and the Listing Rules and other applicable Laws (including the CSRC Rules), and the responses to queries and comments raised by the SEHK, the SFC, the CSRC or any applicable Authority) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate in all material respects and not misleading, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading.
- 1.3 Each of the CSRC Filings is and remains complete, true and accurate in all material respects and not misleading, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading.

- 1.4 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, profit forecast, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts and litigation) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, CSRC Filings and the PHIP (A) have been made after due and proper consideration; (B) are or remain fairly and honestly made on reasonable grounds or, where appropriate, based on reasonable assumptions, (C) are and remain truly and honestly held by the Company and the Directors and/or the Controlling Shareholders; and (D) there are no other facts known or which could, upon due and careful inquiry, have been known to the Company the omission of which would make any such statement or expression misleading.
- 1.5 Without prejudice to any of the other representations and warranties of the Company and the Controlling Shareholders herein:
- 1.5.1 the statements contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed “Future Plans and Use of Proceeds” represent the true and honest belief of the Company arrived at after due, proper and careful consideration and inquiry;
 - 1.5.2 the statements contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP relating to the Group’s indebtedness as at close of business on January 31, 2024 are complete, true and accurate in all material respects and all material developments in relation to the Company’s indebtedness have been disclosed;
 - 1.5.3 the statements relating to working capital and dividends contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
 - 1.5.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
 - 1.5.5 the interests of the Directors in the share capital and the securities of the Company and in contracts with the Company and other members of the Group are fully and accurately disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP;
 - 1.5.6 the statements contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Company arrived at after due, proper and careful consideration and there are no other material risks or other material matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the Shares which has not been disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP;
 - 1.5.7 the reply to each question set out in the Verification Notes and the supporting documents relating thereto given by or on behalf of the Company was so given by a person having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were,

and remain, complete, true and accurate in all material respects and not misleading; and

- 1.5.8 (A) All statistical or market-related or operational data included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate and not misleading; (B) all statistical or market-related data included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP that come from sources other than the Company are based on or derived from sources which the Company reasonably believes in good faith to be are reliable and accurate and present fairly such sources, and the Company has obtained the written consent or authorization to the use of such data from such sources to the extent required.
- 1.6 Each of the the Hong Kong Public Offering Documents and the Preliminary Offering Circular contain or include (A) all information and particulars required to comply with the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the PRC Companies Law, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the SEHK and (B) all such material information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the other members of the Group, and the rights attaching to the Shares).
- 1.7 All public notices, announcements and advertisements in connection with the Global Offering and all filings and submissions provided by or on behalf of the Company, any other member of the Group, and/or any of their respective supervisors, directors, officers, or, to the best of the Warrantors' knowledge, any of their respective employees, affiliates or agents, to the CSRC, the SEHK, the SFC and/or any other applicable Authority comply with all applicable Laws and all statements of fact contained therein are true, accurate and complete in all material respects and not misleading.
- 1.8 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, issued by him or her to the SEHK and/or the Company, and/or the Sole Sponsor, and the Overall Coordinators, and such authority and confirmations remain in full force and effect.
- 1.9 Each of the Application Proof and the PHIP is in compliance with and has included appropriate warning and disclaimer statements for publication as required in the "Guide for New Listing Applicants" published by the SEHK (as amended and updated from time to time).

2. The Company and the Group

- 2.1 As of the date of this Agreement, the Company has the registered share capital as set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the sections headed "Share Capital" and all of the issued shares of the Company have been duly authorized and validly issued and, to the best of the Warrantors' knowledge, are fully paid and non-assessable, have been issued in compliance with all applicable Laws, were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and, to the best of the Warrantors' knowledge, are subject to no Encumbrance or adverse claims.

- 2.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability under the Laws of the PRC, with the right, power and authority (corporate and other) to own its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, to execute and deliver each of this Agreement, the International Underwriting Agreement and each of the Operative Documents, to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association of the Company comply with the requirements of the Laws of the PRC and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance, and the Articles of Association and other constituent or constitutive documents and the business license of the Company comply with the Laws of the PRC and the Listing Rules.
- 2.3 The Company has no material subsidiaries, jointly-controlled companies, consolidated affiliated entities and associated companies other than those as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the sections headed “Appendix I – Accountants’ Report” and “History and Corporate Structure.”
- 2.4 Each member of the Group has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing under the applicable Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; each member of the Group is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); the articles of association and other constituent or constitutive documents and the business license or permit of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect. Each of the members of the Group that is a PRC person has made its annual report filing with the State Administration for Market Regulation of the PRC or its local branch without being found to have any material deficiency or to be in default under applicable PRC Laws in a material manner and has timely received all requisite certifications from each applicable Authority in the PRC. Each member of the Group is capable of suing and being sued. All approvals applicable to or necessary for the establishment of each member of the Group, any of its constitutive documents or its registered or share capital have been duly obtained or made, and all approvals are unconditional and in full force and effect. Except as set out in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, each member of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders without the need for any consents, approvals, authorizations, filings and registrations of or with any Authority. None of the members of the Group have any liabilities (contingent or otherwise) which are material to the financial position, business or operations of the Group as a whole, save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular.
- 2.5 No member of the Group is conducting or proposes to conduct any other business, or has acquired or incurred or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, except as

described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP.

3. Offer Shares

- 3.1 The Offer Shares have been duly and validly authorized and conform to the description thereof contained in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, and such description is true and correct in all material respects and not misleading. All necessary authorizations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be allotted and issued to the applicants under the Global Offering. When issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, the Offer Shares will be duly and validly registered and issued, fully paid and non-assessable, free of any pre-emptive right, resale right, right of first refusal or similar right and subject to no Encumbrance or adverse claims; the Offer Shares will be freely transferable by the Company to or for the account of the Underwriters and the CMI's and, when 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 (except those issued to Cornerstone Investors), voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong 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 a party; no holder of the Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations by reason of being such a holder. No person has the right to act as a sponsor, underwriter or financial adviser to the Company in connection with the listing on a stock exchange or offer and sale of the Offer Shares.
- 3.2 As of the Time of Delivery, the Company will have the authorized and issued share capital as set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, respectively, "Capitalization" and "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the applicable Laws.
- 3.3 All Taxes, duties, levies, fees or other charges or expenses which may be payable by the Company in connection with the creation, allotment and issue of the Offer Shares, the Global Offering, the execution and delivery of, or the performance of the provisions under this Agreement have been paid.
- 3.4 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no contracts, agreements or understandings between the Company and any person that would give rise to a claim against the Company or any Underwriter for a brokerage, commission, finder's fee or other like payment in connection with the Global Offering.

4. The Underwriting Agreements and the Operative Documents

- 4.1 The Company has the requisite power and authority to enter into and perform its obligations under this Agreement, the International Underwriting Agreement and each of the Operative Documents to which it is a party.
- 4.2 Each of this Agreement, the International Underwriting Agreement and the Operative

Documents and any other document required to be executed by the Company has been or will be duly authorized, executed and delivered by the Company and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

- 4.3 The statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the sections headed, respectively, “Plan of Distribution”, “Structure of the Global Offering”, “Cornerstone Investors” and “Underwriting”, insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.

5. No Conflict, Compliance and Approvals

- 5.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents and its business license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets in any material respect, except in the case of clause (B) above, such breach, violation or default that would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change.
- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions contemplated herein or therein, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under) or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under, or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of any member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or any of its properties or assets, except in the case of clause (B) above, such breach, violation or default that would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change.
- 5.3 All governmental authorizations from any Authority required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been

obtained from the listing committee of the SEHK for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK and such authorizations and approval in principle are in full force and effect.

- 5.4 Except for the final approval from the SEHK for the listing of and permission to deal in the Shares on the Main Board of the SEHK, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group, the Controlling Shareholders, or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the performance by the Company or the Controlling Shareholders of their respective obligations hereunder or the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement 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. The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings. Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 5.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the issuance and sale of the Offer Shares, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 5.6 (A) No person has the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or shares of any other capital stock of the Company, (B) no person has any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase any Shares or any other shares of the Company; and (C) no person has the right, contractual or otherwise, to cause the Company to include any Shares or any other shares of the Company in the Global Offering.
- 5.7 (A) The Company and the other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto and (ii) have obtained or made and hold and are in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other burdensome restrictions or conditions not described in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; and (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, cancellation, suspension or

modification of, or has any reason to believe that any Authority is considering revoking, cancelling, suspending or modifying, any such Approvals and Filings, and there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause the Company or other members of the Group to incur additional material expenditures; and (D) no Authority, in its inspection, examination or audit of any member of the Group has reported findings or imposed penalties that in each case have resulted or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Change; and, with respect to any such inspection, examination or audit, and to the extent applicable, all such findings have been properly rectified, all such penalties have been paid and all recommendations have been adopted, except for, in the case of clauses (A), (B) and (C) above, such non-compliance, non-fulfilment, non-performance, restrictions, conditions, violation or default that would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change.

- 5.8 (A) The statements set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed “Future Plans and Use of Proceeds” insofar as they purport to describe the Company’s planned application of the proceeds from the International Offering and the Hong Kong Public Offering, set out the true and current plan and intention of the Directors; (B) all Approvals and Filings required under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, have been obtained or made, and, no event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, or constitute a default under) or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under, or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association or other constituent or constitutive documents or the business license of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets in all material respects, except in the case of clause (ii) above, such breach, violation or default that would not, and could not be reasonably expected to, individually or in the aggregate, have a Material Adverse Change.

6. Accounts and Other Financial Information

- 6.1 The Reporting Accountants, whose accountants’ report on certain consolidated

financial statements of the Company is included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

- 6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Company included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP give a true and fair view of the consolidated financial position of the Group as of 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 International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board, and the accounting policies of the Company have been applied on a consistent basis throughout the periods involved; and (B) all summary and selected financial data included in each of the Hong Kong Prospectus and the PHIP present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company included therein; (C) the unaudited pro forma statement of adjusted consolidated net tangible assets (and the notes thereto) and all other pro forma financial statements, information or data, if any, included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such unaudited pro forma statement of adjusted consolidated net tangible assets and other pro forma financial statements, information and data, if any, are reasonable, 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 such pro forma net tangible assets and other pro forma financial statements, information and data, if any; (D) there are no financial statements (historical or pro forma) that are required by a relevant Authority in connection with the Global Offering (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP that are not included as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations) that are required to be disclosed, not described in the Hong Kong Prospectus, the Preliminary Offering Circular or PHIP.
- 6.3 (A) The prospective information included in (i) the profit (loss) forecast as set forth in the memorandum of the board of directors on profit (loss) forecast for the year ending December 31, 2024 and on working capital forecast for the 15 months' period ending March 31, 2025 and (ii) the projected working capital as set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed "Financial Information" (collectively, the "**Prospective Financial Information**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the best of the Company's knowledge and the bases and assumptions stated in the profit (loss) forecast as set forth in the memorandum of the board of directors on profit (loss) forecast for the year ending December 31, 2024 and on working capital forecast for the 15 months' period ending March 31, 2025 and in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit (loss) attributable to the shareholders of the Company for the year ending December

31, 2024 and the projected working capital of the Company for the 15 months' period ending March 31, 2025, as applicable, and (ii) reflect, for each relevant period, a reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) there are no other material facts or assumptions which ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum.

- 6.4 The statements set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed "Financial Information – Critical Accounting Policies and Estimates" are complete, true and accurate in all material respects and not misleading and fully describe (A) accounting policies which the Company believes are the most material to the portrayal of the Company's financial condition and results of operations ("**Critical Accounting Policies**"), and (B) judgments and uncertainties affecting the application of the Critical Accounting Policies. The board of directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's Reporting Accountants with regard to such disclosure.
- 6.5 Each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP accurately and fairly describes (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially and adversely affect liquidity of any member of the Group and could reasonably be expected to occur, and (B) all material off balance sheet transactions, arrangements, obligations and liabilities, direct or contingent (if any). No member of the Group has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.
- 6.6 The Company has given to the Reporting Accountants all material 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 (A) the Accountants' Reports contained in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, (B) 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 after due and careful consideration and there is no other information which has not been provided the result of which would make the information so received misleading; and the factual contents of the reports or letters of the Reporting Accountants are and will remain true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports or letters misleading, and the opinions attributed to the Directors in such reports or letters are held in good faith based upon facts within their knowledge; none of the Company and the Directors disagree with the reports or letters prepared by the Reporting Accountants.

7. Indebtedness and Material Obligations

- 7.1 Except otherwise disclosed in the Hong Kong Prospectus, the Preliminary Offering

Circular or PHIP, (A) no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or (to the best of the Warrantors' knowledge) threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the best of the Warrantors' knowledge, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of any member of the Group by reason of default of such member of Group or any other person or under any material guarantee given by any member of the Group; and (E) no member of the Group has stopped or suspended payments of its debts, or has become unable to pay its debts or otherwise become insolvent.

- 7.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its constituent or constitutive documents (as applicable) or in any debenture or other deed or document binding upon it; (B) no member of the Group has 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 audited accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to such member of the Group, (i) such borrowing facility has been duly authorized, and when the relevant drawdown documentation is duly executed and delivered, will be legal, valid, binding and enforceable in accordance with its terms, and (ii) 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, and no circumstances exist, for which the Group or any member of the Group is directly or indirectly responsible, in relation to any material investment grants, loan subsidies or financial assistance received by or pledged or granted to, or committed to be pledged or granted to the Company or any of the other members of the Group from or by any Authority in consequence of which the Company or the relevant member of the Group is or could be required to forfeit or repay in whole or in part any such grant or loan or financial assistance.

8. Subsequent Events

- 8.1 Except as otherwise disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, subsequent to September 30, 2023, which is the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP (the “**Latest Audited Balance Sheet Date**”), no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is material to such member of the Group (other than contract or agreement that is entered into in the ordinary course of business), (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to such member of the Group, (C) acquired or disposed of or entered into any agreement to acquire or dispose of any business or asset that is

material to such member of the Group, or (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, or (G) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.

- 8.2 Subsequent to the Latest Audited Balance Sheet Date, no member of the Group has sustained any loss, damage, destruction or interference with its business or its assets or properties from fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority. Subsequent to the Latest Audited Balance Sheet Date, there has not been (A) any Material Adverse Change or any development, fact or event involving a prospective Material Adverse Change, (B) any transaction which is material to the Company and the other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, except as disclosed and contemplated in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.
- 8.3 There has been no material adverse change to the financial position of the Company and the Group (in particular, there has been no decrease in the share capital, or increases in long-term borrowings of the Group) as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of September 30, 2023 included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP.
- 8.4 Subsequent to the Latest Audited Balance Sheet Date, (A) each member of the Group has carried and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature and has not assumed, acquired or incurred any liability (including contingent liability) or other obligation which is material to the Company or the Group, save as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP; and (B) each member of the Group has continued to pay its creditors in the ordinary course of business.

9. Assets

- 9.1 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, (A) each of the Company and the other members of the Group has valid, good and marketable title (including, where relevant, valid granted long term land use rights and building ownership rights) to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all Encumbrances; and (B) each real property or building or personal property or asset, as applicable, held under lease by the Company or any of the other members of the Group is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding

and enforceable in accordance with its terms, no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases; (C) neither the Company nor any of the other members of the Group owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material, except as reflected in the audited consolidated financial statements of the Company as of and for the period ended September 30, 2023 included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business currently conducted by the Company and the other members of the Group in the manner described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP.

- 9.2 (A) The Company and the other members of the Group own, or have obtained (or can obtain on reasonable terms, if needed) licenses for, or other rights or 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**”) disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted and, in respect of those Intellectual Property which are in the process of registration, neither the Company nor any member of the Group, is aware of any reason or circumstances why the relevant applications for registration will be refused or rejected; (B) no member of the Group owns or uses in connection with its business any material registered patents, trademarks and designs or other registrable Intellectual Property not disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; (C) each agreement or arrangement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement; (D) to the best of the Company’s knowledge, there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the other members of the Group with respect to the Intellectual Property; and (E) there are no third parties who have or, to the best of the Company’s knowledge, will be able to establish rights to any Intellectual Property, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which all of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP disclose is licensed to the Company; (F) to the best of the Company’s knowledge, neither the Company nor any of the other members of the Group, nor any proprietary inventions, products, product candidates or processes of the Company has infringed or is infringing the intellectual property of a third party, or is the subject of a patent application filed by any third party, and neither the Company nor any other member of the Group has received notice of a claim by a third party to the contrary; (G) to the best of the Company’s knowledge, there is no infringement by third parties of any

Intellectual Property; (H) there is no pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others, including Governmental Authority, challenging (i) the Company's rights in or to any Intellectual Property or (ii) any agreement or arrangement pursuant to which any member of the Group uses such Intellectual Property, and there are, to the best of the Company's knowledge, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates, or would, upon the commercialization of any product or product candidates under development as described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (K) to the best of the Company's knowledge, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property or that challenges the validity, enforceability or scope of any of the Intellectual Property; and (L) there is no prior act, disclosure, publication or commercial activity that may render any patent or patent application within the Intellectual Property unpatentable, unenforceable or invalid that the Company should have but has not disclosed to any Authority having jurisdiction over intellectual property matters; (M) the Intellectual Property owned by or licensed to the Company or any of the other members of the Group is valid and subsisting, and none of such Intellectual Property has been adjudged invalid or unenforceable, in whole or in part; (N) the Company and the other members of the Group have taken reasonable steps to maintain the confidentiality of the Intellectual Property owned by or licensed to the Company or any of the other members of the Group, including trade secrets, the value of which to the Company or any other member of the Group is contingent upon maintaining the confidentiality thereof, and to the best of the Company's knowledge, there has not been any unauthorized disclosure of the same; (O) the Company and the other members of the Group have taken reasonable steps necessary to secure the interests of the Company or any of the other members of the Group in Intellectual Property purported to be owned by the Company or any of the other members in the Group from any employees, consultants, agents or contractors that developed (in whole or in part) such Intellectual Property; (P) to the best of the Company's knowledge, none of the technology employed by the Company or any of the other members of the Group has been obtained or is being used by the Company or any of the other members of the Group in violation of any contractual obligation binding on the Company or any of the other members of the Group or, upon any officers, directors or employees of the Company or any of the other members of the Group.

- 9.3 The trademarks, patents and domain names shown in the section headed "Appendix VIII – Statutory and General Information – B. Further Information about Our Business – 2. Our Intellectual Property Rights" of each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP are the registered trademarks, patents and domain names owned by the Group which are material to the business of the Group as currently conducted.
- 9.4 (A) All information technology assets and equipment, computers, systems, networks, communications systems, software, hardware, websites, applications, and databases

which are currently owned, validly licensed or used by the Company or any other member of Group (collectively, the “**IT Systems**”) are adequate for, and operate and perform as required in connection with the operation of the business of the Group, taken as a whole, as currently conducted; (B) the Company or any other member of Group have implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any applicable 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 their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.

- 9.5 (A) The Company and the other members of the Group have complied and are in compliance with all applicable data protection Laws, guidelines and industry standards in all material respects; (B) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant data protection Authority alleging any breach or non-compliance by it of the applicable data protection Laws, guidelines or industry standards or prohibiting the transfer of data to a place outside the relevant jurisdiction; (C) neither the Company nor any other member of the Group, has received any claim for compensation from any person in respect of its business under the applicable data protection Laws, guidelines 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 any other member of the Group in respect of the rectification or erasure of data; (D) no warrant has been issued authorizing the data protection Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, inter alia, searching them or seizing any documents or other material found there.
- 9.6 All preclinical studies and clinical trials conducted by or on behalf of the Group that are material to the Group as a whole (“**Company Studies**”) have been disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; the Company Studies were and, if still pending are, being conducted in accordance with: (A) their experimental protocols; (B) standard medical and scientific research procedures for products or product candidates comparable to those being developed by the Group; and (c) all applicable Laws to which they are subject, including those applied by the National Medical Products Administration (“**NMPA**”).
- 9.7 Each description of tests and trials, and the results thereof, contained in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP is accurate and complete in all material respects and fairly represents the data about and derived from such tests and trials, and neither the Company nor any other member of the Group has any knowledge that any of their tests, trials and the results thereof disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP was or is being challenged by any third parties.
- 9.8 Neither the Company nor any other member of the Group has received any notices or statements from the NMPA to the effect that, and otherwise has no knowledge that: (A) the NMPA is imposing, requiring, requesting, or suggesting a termination, suspension or material modification of any Company Studies; (B) any application for approval

required for the commercialization of drug products has been rejected; or any Approvals and Filings to conduct any clinical trial has been, will be or is reasonably likely to be suspended, revoked or materially modified, the modification of which would have a material negative effect on the Company's and any other member of the Group's abilities to conduct any of their clinical trials.

- 9.9 None of the Company Studies involved any investigator who has been disqualified as a clinical investigator or has been found by the NPMA or any other Authorities to have engaged in scientific misconduct. The Company and each other member of the Group complied in all respects with the applicable Laws of the NPMA or any other Authorities with respect to the product candidates of the Company or any other member of the Group that are described in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP.

10. Licenses and Permits

- 10.1 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, all members of the Group possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate Authority that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; no member of the Group has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course.

11. Regulatory Filings

- 11.1 (A) No member of the Group has failed to file with the applicable tax authorities, administrations for market regulation or other Authority any required filing, declaration, listing, registration, report or submission; (B) all such filings, declarations, listings, registrations, reports or submissions were in compliance with applicable Laws when filed; and (C) no deficiencies regarding compliance with applicable Laws have been asserted by any applicable tax authorities, administrations for market regulation or other Authority with respect to any such filings, declarations, listings, registrations, reports or submissions, for each of (A), (B) and (C), except that would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change.

12. Compliance with Employment and Labor Laws

- 12.1 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular or PHIP, (A) no member of the Group has any other actual or contingent liability or 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 (collectively, the "**Retirement Benefits**"); (B) all Retirement Benefits of any past or current employee of the Group arising from their employment with the Group are fully provided for by way of an adequately funded pension scheme established for and on behalf of the relevant member of the Group which is or was the employer of such person or established by the relevant member of the Group in the name of the relevant past or current employee; and (C) where any member of the Group participates in, or has participated in, or is liable to contribute to any such schemes, the Group does not have

any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws. Where there are such outstanding payment obligations or unsatisfied liabilities, the Group has set aside sufficient funds to satisfy the same. Save as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular or PHIP, the Group has no legal obligations to provide severance or retirement benefits, death or disability benefits or other actual or contingent employee benefits or perquisites to any (i) present or past employees of any member of the Group or (ii) any Authority.

- 12.2 Except for matters that would not, or reasonably expected to, individually or in the aggregate, have a Material Adverse Change, (A) there is (i) no dispute with Directors for breach of Directors' contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any Directors, 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 Directors, (ii) no strike, labor dispute, slowdown or stoppage or other conflict with the employees of any member of the Group pending or, to the best of the Company's knowledge, imminent or threatened against any member of the Group, and (iii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) the Company is not aware of any existing, imminent or threatened labor disturbance by the employees of any of its principal suppliers, contractors or customers, which is material to the Company or the Group and (B) there have been and are no violations of any labor and employment Laws of Hong Kong, the PRC or any relevant jurisdiction by any member of the Group, which is material to the Company or the Group.

13. Compliance with Environmental Laws

- 13.1 Except for matters that would not, or reasonably be expected to, individually or in the aggregate, have a Material Adverse Change, (A) the Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below); (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws; and (C) no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" means Laws relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

14. Cyber Security and Data Protection

- 14.1 (i) Each of the Company and other members of the Group has complied with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the “**Data Protection Laws**”); (ii) neither the Company nor any other member of the Group is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (iii) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “**CAC**”), the CSRC, or any other relevant Authority; (iv) neither the Company nor any other member of the Group has 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; (v) neither the Company nor any other member of the Group has received any 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 any other member of the Group in respect of the rectification or erasure of data; (vi) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (vii) neither the Company nor any other member of the Group has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (viii) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (ix) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (x) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

15. Insurance

- 15.1 The Company and each of the other members of the Group maintain such insurance, if any, as the Company or such member of the Group reasonably deems adequate, covering their respective operations, properties and assets in the amounts as the Company or such member of the Group reasonably deems adequate; such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses; all such insurance is fully in force on the date hereof and will be fully in force at all other times when warranties are repeated pursuant to this Agreement, if any; the Company and the other members of the Group are in

compliance with the terms of all such insurance and there are no claims by the Company or any of the other members of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of the other members of the Group has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires from similar insurers as may be necessary to continue its business at a cost that would not result in a Material Adverse Change to the Company and each member of the Group; neither the Company nor any of the other members of the Group has been refused any insurance coverage sought or applied for. The description of the Company's insurance coverage contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP is true, accurate, complete in all material respects and not misleading.

16. Internal Controls

- 16.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of 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 authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRSs, and (F) the Directors are able to make a proper assessment of the financial position, results of operations and prospects of the Company and the other members 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; the Company's current management information and accounting and financial reporting control system has been in operation for at least six months during which neither the Company nor any of the other members of the Group has experienced any difficulties with regard to clauses (A) through (F) above; there are no weaknesses in the Company's internal controls over accounting and financial reporting and no changes in the Company's internal controls over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's internal controls over accounting and financial reporting.
- 16.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures that are designed to ensure that (A) material information relating to the Company or any other member of the Group is made known in a timely manner to the Company's board of directors and management by others within those entities, and (B) the Company and its board of directors comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance and the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the PRC Companies Law and any other applicable Law, including, without limitation, the requirements of the Listing Rules 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, and information required to be documented or submitted in relation to book-building activities is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Law or IFRS (as the case may be) and they are effective to perform the functions for which they are established, the implementation of which is properly monitored).

- 16.3 Any issues identified and as disclosed in any internal controls report prepared by the Internal Controls Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of directors with all applicable Laws, and no such issues have adversely affected, or could reasonably be expected to adversely affect, such controls and procedures or such ability to comply with all applicable Laws. Since the completion of the rectification or improvement of the internal controls as required by the Internal Controls Consultant, there has been no changes in the Company’s internal controls system or other factors that have materially and adversely affected the Company’s internal control systems.

17. Compliance with Bribery, Anti-Money Laundering and Sanctions Laws

- 17.1 None of the Company or any other member of the Group or any of their respective directors, supervisors or officers, or to the best knowledge of the Company, any of their affiliates or agents (for the avoidance of doubt, other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), representatives or employees has, directly or indirectly, taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment, made, offered, promised or authorized (A) any contribution, payment of money, gift of funds or property or anything else of value to any public official (as used herein, “**public official**” includes any official, agent, employee or representative of, or any person acting in an official capacity on behalf of, any of the following parties: a national, supranational, regional or local Authority, an agency, department or instrumentality of a government, a judicial body, a public international organization, a political party, a body that exercises regulatory authority over any one of the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters or the CMIs, or an entity or enterprise with an aggregate 25% or more government or state ownership or control by any one of the foregoing parties; and also includes any candidate for public office or for any political party position and any member of any royal or ruling family; the definition of “**public official**” further includes immediate family members and close associates of all parties mentioned above) in Hong Kong, the PRC, or the United States or any other jurisdiction, where such action would be prohibited under the applicable Laws of Hong Kong, the PRC or the United States or any other jurisdiction, or where either the payment or the purpose of such contribution, payment, gift or thing of value was, is, or would be prohibited

under any applicable Law of Hong Kong, the PRC, or the United States or any other jurisdiction or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in any jurisdiction in connection with the business activities of the Company or the relevant member of the Group, and without prejudice to the foregoing, neither any member of the Group nor any supervisor, director, officer, or to the best knowledge of the Company, affiliates, agent (for the avoidance of doubt, other than the Underwriters their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), representative or employee of any member of the Group, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery Laws (including, but not limited to, the FCPA, the UK Bribery Act of 2010, as amended, and the rules and regulations thereunder), and the Company and the other members of the Group have instituted and maintain policies and procedures designed to ensure continued compliance therewith and with the representation and warranty contained herein.

17.2 The operations of the Company and each other member of the Group are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting and other requirements, including the Anti-Money Laundering Laws, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Company or any other member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best of the Company's knowledge, threatened. As used herein, "**Anti-Money Laundering Laws**" refers to all applicable anti-money laundering Laws of all applicable jurisdictions, including, without limitation, the U.S. Bank Secrecy Act, the USA PATRIOT Act, and the applicable rules and regulations thereunder.

17.3 (A) None of the Company, any other member of the Group, any supervisor, director, officer, or to the best knowledge of the Company, any agent, representative, employee or affiliate of the Company or any other member of the Group or any person acting on behalf of any of them (for the avoidance of doubt, other than the Underwriters their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), is an individual or entity or is owned or controlled by an individual or entity that is subject to any of the Sanctions Laws and Regulations nor located, organized or resident in a country or territory that is subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations (as defined below); and (B) there have been no transactions or connections between the Company or any other member of the Group, on the one hand, and any country, territory, person or entity subject to sanctions under any of the Sanctions Laws and Regulations (as defined below) or any person or entity in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand (C) the Company will use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed "Future Plans and Use of Proceeds" and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group, subsidiary, joint venture partner or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement, the consummation of any other transaction

contemplated under this Agreement or the International Underwriting Agreement, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; and (E) the Group have implemented, maintained and enforced group-wide sanctions policies to identify, monitor and mitigate risks relating to the Sanctions Laws and Regulations, and these policies and procedures are reasonably designed and adopted for the purpose of protecting the Group and the Company's shareholders and investors from the risk of being sanctioned under relevant Sanctions Laws and Regulations of the United States, the European Union, the United Nations, the United Kingdom and other relevant jurisdictions. "**Sanctions Laws and Regulations**" means economic or financial sanctions, restrictive measures, trade embargoes or export control laws and regulations imposed, administered or enforced from time to time by any sanctions authority, including (i) the United States, (ii) the United Nations Security Council, (iii) the European Union, (iv) the United Kingdom, or (v) the respective governmental institutions of any of the foregoing, including, without limitation, OFAC, the U.S. Department of Commerce, the U.S. Department of State, any other agency of the U.S. government, and Her Majesty's Treasury.

18. Experts

- 18.1 Each of the experts so named in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP (the "**Experts**") 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.
- 18.2 (A) The factual contents of the reports, opinions, letters or certificates of each of the Experts and any counsel for the Company, respectively, are and will remain complete, true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge; and (B) no information was withheld from any of the Experts or any professional adviser 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, the Preliminary Offering Circular and the PHIP) and all information given to each of the foregoing persons for such purposes was given or, as the case may be, was given in good faith and there is no other information or documents which have not been provided, the result of which would make the information and documents so received, in the light of the circumstances under which they were provided, misleading.

19. Provision of Information

- 19.1 None of the Company, any member of the Group, any of their respective directors, officers, and to the Company's best knowledge, employees, affiliates and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided any material information, including forward-looking information (whether quantitative or qualitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP or publicly available, to any research analyst.

20. Material Contracts and Connected Transactions

- 20.1 All contracts or agreements which are required to be disclosed as material contracts in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Sole Sponsor and the Overall Coordinators, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company or any other member of the Group, nor any other party to any material contract, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and no such termination or non-renewal has been threatened by the Company or any other member of the Group or, to the Company's knowledge, any other party to any such material contract.
- 20.2 Each of the contracts listed as being material contracts in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed "Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, none of the Company or any of the other members of the Group has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on six months' notice or less).
- 20.4 None of the Company or any of the other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction.
- 20.5 Neither the Company nor any of the other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 20.6 None of the Company or any of the other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any of the other members of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 20.7 In respect of the continuing connected transactions (as defined in the Listing Rules) of the Company (the "**Connected Transactions**"), (A) the statements set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP relating to the Connected Transactions are complete, true and accurate in all material respects, and

there are no material facts or matters the omission of which would make any such statements misleading, and there are no other Connected Transactions which have not been disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; (B) all material information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of the Company to the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters, the CMIs, the Reporting Accountants, the legal and other professional advisers to the Underwriters and the CMIs, the SEHK and/or the SFC was so disclosed or made available in full and in good faith and, except as subsequently disclosed in both the Pricing Disclosure Package and the Offering Circular or notified to the SEHK and/or the SFC, was and remains complete, true and accurate in all material respects, and there is no other material information which has not been provided the result of which would make the information so received misleading; (C) the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (D) the Company has complied with, and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP so long as the agreement or arrangement relating thereto is in effect, and shall inform the Sole Sponsor and the Overall Coordinators in due course should there be any material breach of any such terms before or after the listing of the H Shares on the SEHK; (E) each of the Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; (F) each of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP was and will be carried out by the Group in compliance with all applicable Laws in all material respects.

- 20.8 No indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is outstanding between the Company or the relevant member of the Group, on the one hand, and any supervisor or any current director or any officer of the Company or of the relevant member of the Group, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.
- 20.9 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular PHIP, neither the Controlling Shareholders nor any of the Directors, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, which would require disclosure under Rule 8.10 of the Listing Rules, nor is the Controlling Shareholders or any of the Directors interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to either the Company or any other member of the Group. Neither the Controlling Shareholders or any 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 Company or any other member of the Group which is subsisting on the Listing Date which is material in relation to the business of the Group.

- 20.10 All the interests or short positions of each of the Directors in the Shares, underlying shares 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 Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, and in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, the Company or its Subsidiaries, are completely and accurately disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular in all material respects.

21. Historical Changes

- 21.1 The descriptions of the events, transactions and documents (the “**Historical Changes Documents**”) relating to the transfers and changes in the share capital of the members of the Group (the “**Historical Changes**”) as set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed “History and Corporate Structure” are complete, true and accurate in all material respects and not misleading.
- 21.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 21.3 The Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business license of the Company or any of the other members of the Group, 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 any of the other members of the Group is a party or by which the Company or any of the other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any of the other members of the Group or any of their respective properties or assets in any material respect, except in the case of (A) through (B), such contravention, breach or violation would not, individually or in the aggregate, result in a Material Adverse Change.
- 21.4 All Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Historical Changes and the execution, delivery and performance of the Historical Changes

Documents have been obtained or made with all conditions (if any) prescribed thereunder being satisfied; all such Approvals and Filings are valid and in full force and effect and none of such Approvals and Filings is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP; no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.

- 21.5 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws in the PRC and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs and/or the legal and other professional advisers to the Underwriters and the CMIs or which have not been disclosed in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP.
- 21.6 There are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Historical Changes as set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed "History and Corporate Structure."

22. Taxation

- 22.1 (A) All returns, reports or filings required to be filed by or in respect of the Company or any of the other members of the Group for Taxation purposes have been duly and timely filed and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and prepared on a proper basis and are not the subject of any dispute with any taxing or other Authority and there are no circumstances giving rise to any such dispute; (B) all Taxes due or claimed to be due from the Company and each of the other members of the Group have been duly and timely paid, other than those being contested in good faith by legal actions, suits or proceedings and for which adequate reserves have been provided; (C) there is no deficiency for any Taxes of any amount that has been asserted against the Company or any of the other members of the Group; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus the Preliminary Offering Circular and the PHIP included appropriate provisions required under IFRS for all Taxes in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any of the other members of the Group was then or could reasonably be expected thereafter to become or has become liable; the statements set forth in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP in the section headed "Financial Information" in relation to Taxation are complete, true and accurate in all material respects and not misleading and there are no other facts known or which could have been known to the Directors, the omission of which would make any such information misleading. Neither the Company nor any other member of the

Group has any knowledge of any tax delinquency or has any knowledge of any tax deficiency which might be assessed against any of them.

- 22.2 Each of the waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any of the other members of the Group by any Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law.
- 22.3 Except as described in the Hong Kong Prospectus, the Preliminary Offering Circular or the PHIP, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in Hong Kong, the PRC, or to any taxing or other Authority thereof or therein in connection with (A) the execution and delivery of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters and the CMI's contemplated in the Hong Kong Prospectus, (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters and the CMI's or purchasers procured by the International Underwriters and the CMI's in the manner contemplated in each of the Hong Kong Prospectus and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the HKSCC or (F) the transactions contemplated under the Historical Changes completed prior to the date hereof.
- 22.4 Neither the Company nor any other member of the Group has been or is currently the subject of an inquiry into transfer pricing by any Taxation Authority and no Taxation Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

23. Dividends

- 23.1 Except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and PHIP, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any Authority in the PRC, and are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the applicable Laws of Hong Kong, the PRC or any taxing or other Authority thereof or therein.
- 23.2 No member of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other member of the Group.
- 23.3 Since the Latest Audited Balance Sheet Date, the Company has not purchased any of its issued capital stock, nor declared, paid or otherwise made any dividend or distribution of any kind on its capital stock or transferred or distributed any cash or other assets to any other member of the Group.

24. Litigation and Other Proceedings

- 24.1 There are (A) no actions, suits, proceedings, investigations or inquiries under any Laws or by or before any Authority pending or, to the best of the Company's knowledge, threatened or contemplated to which any member of the Group or any of their respective supervisors, directors or officers is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) no Law that has been enacted, adopted or issued or, to the best of the Company's knowledge, that has been proposed by any Authority, and (C) no judgment, decree or order of any Authority, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement and the International Underwriting Agreement, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement and the International Underwriting Agreement or otherwise materially and adversely affect the Global Offering, or are required to be described in the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP but are not so described. There are no other circumstances known to the Company, any member of the Group, the Directors or any of them which are likely to give rise to any such actions, suits, proceedings, investigations or inquiries. None of the Company nor any other member of the Group has received notice of any actual or potential liability under any applicable Law. Without prejudice to the generality of the foregoing, no Authority having jurisdiction over the Company has, in its review and examination of the Company or any of the other members of the Group, raised or identified any material issues regarding 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 or the relevant member of the Group.
- 24.2 None of the Company and the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the Company's best knowledge, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any member of the Group or (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group.
- 24.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

25. Market Conduct

- 25.1 None of the Company and the other members of the Group and their respective supervisors, directors, officers, or to the best of the Company's knowledge, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (for the avoidance of doubt, other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), has, at any relevant time prior to the date of this Agreement, done or engaged in, or

will, until the Joint Global Coordinators and the Overall Coordinators have notified the Company that all of the International Offer Shares have been sold by the International Underwriters and the CMI, 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 and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to bookbuilding and placing activities.

- 25.2 None of the Company and the other members of the Group and their respective directors, officers, or to the best of the Company's knowledge, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (for the avoidance of doubt, other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization (save for the stabilization contemplated under this Agreement) or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; or (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance.

26. Immunity

- 26.1 Under the applicable Laws of the jurisdiction of incorporation of each member of the Group, neither the Company nor the other members of the Group, nor any of the properties, assets or revenues of the Company or the other members of the Group is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.
- 26.2 The Company or the Controlling Shareholders hereof irrevocably and unconditionally waives and agrees not to plead or claim any such immunity (on the grounds of sovereignty or crown status or otherwise) in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby.

27. Choice of Law and Dispute Resolution

- 27.1 The choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong and PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the waiver of immunity on the grounds of sovereignty or crown status or otherwise does not contravene the Laws of Hong Kong and the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong do not contravene the Laws of the PRC and are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the Hong Kong and PRC courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the

PRC are concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced by the Hong Kong and PRC courts.

- 27.2 It is not necessary under the Laws of Hong Kong or the PRC that any of the International Underwriters and the CMIs or Hong Kong Underwriters and the CMIs (other than those incorporated or organized under the Laws of Hong Kong or the PRC) should be licensed, qualified or entitled to carry out business in Hong Kong or the PRC (A) to enable them to enforce their respective rights under this Agreement or the International Underwriting Agreement or any other document to be furnished hereunder or thereunder, or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

28. Professional Investor

- 28.1 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 notice, in which the expressions “you” or “your” shall mean “the Company”, and “we” or “us” or “our” shall mean the Joint Global Coordinators, the Overall Coordinators (for themselves and on behalf of the Underwriters and the CMIs).

29. No Other Arrangements relating to Sale of Offer Shares

- 29.1 Except pursuant to this Agreement and the International Underwriting Agreement, neither the Company nor any of the other members of the Group nor any Controlling Shareholders has incurred any liability for any finder’s or broker’s fee or agent’s commission or other similar payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the Preliminary Offering Circular and the PHIP.
- 29.2 Neither the Company nor any of the other members of the Group nor any Controlling Shareholder has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Operative Documents.
- 29.3 Neither the Company, any of the members of the Group or any of their respective directors, nor any Controlling Shareholders, 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. No member of the Group nor any director, officer, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

30. United States Aspects

- 30.1 None of the Company, its “affiliates” (within the meaning of Rule 501(b) under the Securities Act) or any person acting on behalf of any of them (for the avoidance of

doubt, 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.

- 30.2 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 30.3 The Company reasonably believes that 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.

31. Certificates from Officers

- 31.1 Any closing certificate as referred to in the International Underwriting Agreement signed by any officer or representative of the Company and delivered to the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters or the CMIs, or any counsel for the Underwriters or the CMIs in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters or the CMIs.

Part B: Representations and Warranties of the Controlling Shareholders

1. DUE INCORPORATION AND VALID EXISTENCE

- 1.1 Save for the case of Mr. Qiu and Mr. Yu, each of the Controlling Shareholders has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the jurisdiction of its incorporation, registration or organization and is capable of suing and being sued.
- 1.2 The articles of association and other constituent or constitutive documents of each of the Controlling Shareholders (save for the case of Mr. Qiu and Mr. Yu) comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect.
- 1.3 Each of the Controlling Shareholders has the requisite power and authority and/or legal capacity, as the case may be, to enter into and perform her/its obligations under this Agreement, the International Underwriting Agreement and each of the Operative Documents to which she/it is a party.
- 1.4 Each of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Controlling Shareholders or any one of them is a party and any other document required to be executed by the Controlling Shareholders or any one of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents has been or will be duly authorized, executed and delivered by the relevant Controlling Shareholder and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the relevant Controlling Shareholder, enforceable in accordance with its terms.
- 1.5 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents to which the Controlling Shareholders or any one of them is a party and any other document required to be executed by the Controlling Shareholders or any one of them pursuant to the provisions of this Agreement, the International Underwriting Agreement or any of the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not:
 - 1.5.1 contravene any provision of the articles of association or other constitutional documents of each of the Controlling Shareholders (as applicable);
 - 1.5.2 conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under) or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under, or result in the creation or imposition of an Encumbrance on any property or assets of any of the Controlling Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents of such Controlling Shareholder (to the extent it is a company), or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any of the Controlling Shareholders is a party or by which any of the Controlling Shareholders or any of her/its respective properties or assets may be bound;

- 1.5.3 contravene any judgment, order or decree of any Authority, agency or court having jurisdiction over any of the Controlling Shareholders;
- 1.5.4 contravene any Laws to which any of the Controlling Shareholders is subject or by which any of the Controlling Shareholders or any of her/its respective properties or assets may be bound; or
- 1.5.5 require any approval from any Authority or the sanction or consent of any shareholders of each of the Controlling Shareholders; or result in the creation or imposition of any Encumbrance or other restriction upon any properties or assets of any of the Controlling Shareholders,

except with respect to 1.5.2, 1.5.3 and 1.5.4 above, such conflict, breach, violation, default or contravention that would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Change.

2. NO WINDING-UP APPLICATION

- 2.1 Neither the Controlling Shareholders nor any person acting on her/its behalf has, to the extent applicable, taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the best of the Controlling Shareholders' knowledge, threatened to wind up, bankrupt, liquidate or dissolve itself, make itself dormant or eliminate itself.
- 2.2 Neither the Controlling Shareholders nor any person acting on her/its behalf has stopped or suspended payments of its debts, become unable to pay its debts or otherwise become insolvent.

3. MARKET CONDUCT

- 3.1 None of the Controlling Shareholders and their respective directors, officers, or to the best of the Controlling Shareholders' knowledge, employees, agents, affiliates, controlling persons, or any person acting on behalf of any of them (for the avoidance of doubt, other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), has, at any relevant time prior to the date of this Agreement, done or engaged in, or will, until the Joint Global Coordinators and the Overall Coordinators have notified the Company that all of the International Offer Shares have been sold by the International Underwriters and the CMIs, 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 and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to bookbuilding and placing activities.
- 3.2 None of the Controlling Shareholders and their respective directors, officers, or to the best of the Controlling Shareholders' knowledge, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (for the avoidance of doubt, other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization (save for the stabilization contemplated under this Agreement) or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or

indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or the CMIs 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.

4. IMMUNITY

- 4.1 Under the Laws of the Hong Kong and the PRC, neither the Controlling Shareholders, nor any of her/its 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 (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or any arbitral award.

5. CHOICE OF GOVERNING LAW

- 5.1 The choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong and PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; each of the Controlling Shareholders can sue and be sued in its/her own name under the Laws of Hong Kong and the PRC; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of Hong Kong and the PRC and will be recognized and given effect to by the courts of Hong Kong and the PRC; the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong do not contravene the Laws of the PRC and are legal, valid and binding under the Laws of Hong Kong, and the PRC and will be respected by the Hong Kong and PRC courts; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Controlling Shareholder; and any award obtained in the HKIAC arising out of or in relation to the obligations of any Controlling Shareholder under this Agreement will be recognized and enforced by the Hong Kong and PRC courts.

6. PROFESSIONAL INVESTOR

- 6.1 Each Controlling Shareholder 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 notice, in which the expressions “you” or “your” shall refer to such Controlling Shareholder, and “we” or “us” or “our” shall mean the Joint Global Coordinators or the Overall Coordinators (on behalf of the Underwriters or the CMIs).

7. ARRANGEMENTS WITH RELATED PARTIES

- 7.1 No indebtedness (actual or contingent) and no contract or arrangement is outstanding between any member of the Group and any of the Controlling Shareholders or any company (excluding the members of the Group) which is owned or controlled by any of the Controlling Shareholders (whether by way of shareholding or otherwise).
- 7.2 The Controlling Shareholders represent that there is no connected transactions (as defined in the Listing Rules) between themselves and the Group, except otherwise disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the

PHIP.

8. COMPLIANCE WITH BRIBERY, ANTI-MONEY LAUNDERING AND SANCTIONS LAWS

- 8.1 None of the Controlling Shareholders or any of their respective affiliates, supervisor, director, officer, or to the best knowledge of Controlling Shareholders, agent (for the avoidance of doubt, other than the Underwriters their respective affiliates or any person acting on their behalf, as to whom the Controlling Shareholders make no representation), representative or employee of the Controlling Shareholders, nor any person acting on behalf of any of them is aware of or has, directly or indirectly, taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment of money, made, offered, promised or authorized (A) any contribution, payment, gift of funds or property or anything else of value to any public official (as used herein, “**public official**” includes any official, agent, employee or representative of, or any person acting in an official capacity on behalf of, any of the following parties: a national, supranational, regional or local Authority, an agency, department or instrumentality of a government, a judicial body, a public international organization, a political party, a body that exercises regulatory authority over any one of the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters or the CMI, or an entity or enterprise with an aggregate 25% or more government or state ownership or control by any one of the foregoing parties; and also includes any candidate for public office or for any political party position and any member of any royal or ruling family; the definition of “**public official**” further includes immediate family members and close associates of all parties mentioned above) in Hong Kong, the PRC, or the United States or any other jurisdiction, where such action would be prohibited under the applicable Laws of Hong Kong, the PRC or the United States or any other jurisdiction, or where either the payment or the purpose of such contribution, payment, gift or thing of value was, is, or would be prohibited under any applicable Law of Hong Kong, the PRC, or the United States or any other jurisdiction or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in any jurisdiction in connection with the business activities of the Company or the relevant member of the Group, and without prejudice to the foregoing, none of the Controlling Shareholders or any supervisor, director, officer, or to the best knowledge of the Controlling Shareholders, agent (for the avoidance of doubt, other than the Underwriters their respective affiliates or any person acting on their behalf, as to whom the Controlling Shareholders make no representation), representative, employee or affiliate of the Controlling Shareholders, nor any person acting on behalf of any of them is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery Laws (including, but not limited to, the FCPA, the UK Bribery Act of 2010, as amended, and the rules and regulations thereunder), and each of the Controlling Shareholders, where applicable, have instituted and maintain policies and procedures designed to ensure continued compliance therewith and with the representation and warranty contained herein.
- 8.2 The operations of the Controlling Shareholders (to the extent it is a company) are and have been conducted at all times in compliance with all applicable financial recordkeeping and reporting and other requirements, including the Anti-Money Laundering Laws, and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Controlling Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the best of the Controlling Shareholders’ knowledge, threatened.
- 8.3 (A) None of the Controlling Shareholders or any supervisor, director, officer, or to the

best knowledge of the Company, any agent, representative, employee or affiliate of the Controlling Shareholders, nor any person acting on behalf of any of them (for the avoidance of doubt, other than the Underwriters their respective affiliates or any person acting on their behalf, as to whom the Controlling Shareholders make no representation), is an individual or entity or is owned or controlled by an individual or entity that is subject to any of the Sanctions Laws and Regulations nor located, organized or resident in a country or territory that is subject to a general export, import, financial or investment embargo under any Sanctions Laws and Regulations; (B) there have been no transactions or connections between the Company, any other member of the Group or any Controlling Shareholder, on the one hand, and any country, territory, person or entity subject to sanctions under any of the Sanctions Laws and Regulations or any person or entity in those countries or territories or which performs contracts in support of projects in or for the benefit of those countries or territories, on the other hand; (C) the Controlling Shareholders will cause the Company to use the proceeds from the Global Offering exclusively in the manner as set forth in each of the Hong Kong Prospectus and the PHIP in the section headed “Future Plans and Use of Proceeds” and will ensure that the Company will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group, subsidiary, joint venture partner or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement, the consummation of any other transaction contemplated under this Agreement or the International Underwriting Agreement, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company or the Controlling Shareholders will result in a violation (including, without limitation, by any individual or entity participating in the Global Offering, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations.

9. CERTIFICATES FROM OFFICERS

Any closing certificate as referred to in the International Underwriting Agreement signed by any officer or representative of the Controlling Shareholders (if applicable) and delivered to the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters or the CMIs or any counsel for the Underwriters and the CMIs in connection with the Global Offering shall be deemed to be a representation and warranty by any Controlling Shareholder, as to matters covered thereby, to the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, the Underwriters or the CMIs.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Four certified true copies of the resolutions of the Board (or a meeting of a duly authorized committee of the Board):
 - 1.1 approving and authorizing this Agreement, and each of the International Underwriting Agreement, and the Operative Documents and such documents as may be required to be executed by the Company pursuant to each of the above documents or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and any issue of H Shares pursuant thereto;
 - 1.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular;
 - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. Four certified true copies of the resolutions of the shareholders of the Company referred to in the section headed “Appendix VIII – Statutory and General Information – A. Further Information about Our Group – 4. Resolutions of our Shareholders passed on March 23, 2023” of the Hong Kong Prospectus.
3. Four signed originals or certified true copies of the compliance adviser agreement duly signed by the parties thereto.
4. Four signed originals or certified true copies of each service agreement or letter of appointment of each of the Directors.
5. 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, and the relevant powers of attorney.
6. Four certified true copies of each of the responsibility letters, powers of attorney (except as already provided above) and statements of interests signed by each of the Directors.
7. Four certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Appendix VIII – Statutory and General Information – B. Further Information about Our Business – 1. Summary of

Material Contracts” (other than this Agreement) duly signed by the parties thereto.

8. Four certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus.
9. Four certified true copies of the written confirmation from the SEHK authorizing the registration of the Hong Kong Prospectus.
10. Four signed originals or certified true copies of the accountants’ report from the Reporting Accountants dated the Hong Kong Prospectus Date, the text of which is contained in Appendix I to the Hong Kong Prospectus.
11. Four signed originals or certified true copies of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Board, and copy the Sole Sponsor, the Joint Global Coordinators, the Overall Coordinators, Hong Kong Underwriters and CMIs and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus and the statement of sufficiency of the Group’s working capital contained in the Hong Kong Prospectus.
12. Four signed originals or certified true copies of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Board, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Hong Kong Prospectus.
13. Four signed originals or certified true copies of the Hong Kong comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to, among others, the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in the form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall, *inter alia*, give comfort on the financial statements and various financial disclosures contained in the Hong Kong Prospectus.
14. Four signed originals or certified true copies of the memorandum on the profit forecast and the working capital forecast in connection with the Company’s profit forecast and sufficiency of working capital.
15. Four signed originals or certified true copies of the legal opinions of JunHe LLP, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of the establishment, business and legal status of the Group under PRC laws.
16. Four signed original or certified true copies of the legal opinions of JunHe LLP, legal advisers to the Company as to PRC Laws, submitted to the CSRC for CSRC filing, including the subsequent updated legal opinion submitted to the CSRC.

17. Four signed originals or certified true copies of the IP due diligence report of JunHe LLP, legal advisers to the Company as to intellectual property law, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of the intellectual property of the Group.
18. Four signed originals or certified true copies of the legal opinions of Jingtian & Gongcheng, legal advisers to the Sole Sponsor and the Underwriters as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sponsor-OC and the Overall Coordinators, the Hong Kong Underwriters and the CMIs and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, in respect of (i) Jingtian & Gongcheng have reviewed the legal opinions issued by JunHe LLP and agree with the legal opinions issued by JunHe LLP in all material matters and do not have a different or supplemental view on the legal opinions issued by JunHe LLP; and (ii) regarding the matters as described in the legal opinions issued by JunHe LLP, Jingtian & Gongcheng and JunHe LLP are of the same opinions on such matters, and on which the Underwriters can rely.
19. Four copies of the internal control report prepared by the Internal Controls Consultant.
20. Four signed originals or certified true copies of the industry reports of Frost & Sullivan, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators
21. Four originals of the Verification Notes duly signed by or on behalf of the Company and each of the Directors.
22. Four certified true copies of the Receiving Banks Agreement duly signed by the parties thereto.
23. Four certified true copies of the Registrar Agreement duly signed by the parties thereto.
24. Four signed originals or certified true copies of each of the certificate given by the relevant translator relating to the translation of the Hong Kong Prospectus and a certificate by Toppan Merrill Limited as to the competency of the translator.
25. Four certified copies of each of the current business license of the Company and the certificate of registration as a non-Hong Kong company of the Company under Part 16 of the Companies Ordinance.
26. Four certified copies of the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
27. Four signed originals or certified true copies of the letter from each of the experts stated in the section headed “Statutory and General Information – E.

Other Information – 6. Qualifications and consents of experts” in Appendix VIII to the Hong Kong Prospectus, dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

28. Four certified true copies of the approval granted by the CSRC, approving the application for the listing of the H Shares on the SEHK and Share conversion.

Part B

1. Four signed originals or certified true copies of each of the comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to each of the Underwriters and bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to each of the Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover the various financial disclosures contained in each of the Pricing Disclosure Package and the Offering Circular.
2. Four signed originals or certified true copies of the bringdown comfort letter from the Reporting Accountants, dated the Listing Date and addressed to each of the Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover the various financial disclosures contained in the Hong Kong Prospectus.
3. Four signed originals or certified true copies of the legal opinion of JunHe LLP, legal advisers to the Company as to PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
4. Four signed originals or certified true copies of the legal opinion of Sidley Austin, legal advisers to the Company as to Hong Kong Laws, addressed to the Sole Sponsor and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
5. Four signed originals or certified true copies of the legal opinion of Sidley Austin in relation to no registration opinion, addressed to the Sole Sponsor and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
6. Four signed originals or certified true copies of the certificate of the chief executive officer of the Company, dated the Listing Date, as set forth in an exhibit 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.

7. Four signed originals or certified true copies of the certificate of the chief financial officer of the Company, dated the Listing Date, as set forth in an exhibit to the International Underwriting Agreement, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus and the Offering Circular that are not comforted by the Reporting Accountants.
8. Four signed originals of the legal opinion of O'Melveny & Myers, legal advisers to the Underwriters as to Hong Kong laws, addressed to the Sole Sponsor and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators which are deemed to have been delivered by the legal advisers to the Underwriters as to Hong Kong Laws upon its issuance.
9. Four signed originals or certified true copies of the legal opinion of O'Melveny & Myers in relation to no registration opinion, addressed to the Sole Sponsor and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which are deemed to have been delivered by the legal advisers to the Underwriters as to Hong Kong Laws upon its issuance.
10. Four signed originals of the legal opinion of Jingtian & Gongcheng, legal advisers to the Underwriters as to PRC laws, addressed to each of the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
11. Four copies of the letter from the SEHK approving the listing of the Shares.
12. Four originals or certified true copies of the Price Determination Agreement duly signed by the Company.
13. Four certified true copies of the resolutions of the Board or a duly authorised committee of the Board approving, among other things, the determination of final Offer Price, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.
14. Four certified true copies of the Articles of Association.

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.hk or by giving electronic application instructions through the CCASS Internet System (<https://ip.ccass.com>) complying in all respects with the terms set out in the section headed "How to Apply for 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 of such applications will have to be faxed to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter 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", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

SCHEDULE 5
ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the SEHK and the website of the Company on March 12, 2024.

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

- 1.1 a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
- 1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
- 1.3 a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
- 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; and (iii) a corporation or partnership that falls within paragraph 1.3 above.

We have categorized you as a 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 Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorization as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**Code**”) and other Hong Kong regulations. 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.

- 2.1 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.

2.2 Risk disclosures

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

2.3 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.

2.4 Prompt confirmation

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

2.5 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.

2.6 Nasdaq–Amex Pilot Program

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

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that

you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

5. 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 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 Professional Investor.
6. 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 where such would otherwise be required.