Execution Version

DATED FEBRUARY 26, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
深圳市兆威機電股份有限公司

THE CONTROLLING SHAREHOLDERS
(WHOSE NAMES APPEAR IN SCHEDULE 7)

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

DEUTSCHE SECURITIES ASIA LIMITED

DEUTSCHE BANK AG, HONG KONG BRANCH

and

THE HONG KONG UNDERWRITERS
(WHOSE NAMES APPEAR IN SCHEDULE 1)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 2,674,900 H Shares of nominal value of RMB1.00 each in

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
深圳市兆威機電股份有限公司

being part of a global offering of initially 26,748,300 H Shares

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THIS AGREEMENT is made on February 26, 2026

AMONG:

(1) **SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD. (深圳市兆威機電股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability on April 19, 2001, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **THE PERSONS LISTED IN SCHEDULE 7**, whose registered addresses are set out in SCHEDULE 7 (each a "**Controlling Shareholder**" and together the "**Controlling Shareholders**");

(3) **CHINA MERCHANTS SECURITIES (HK) CO., LIMITED** whose registered office is at 48/F., One Exchange Square, Central, Hong Kong ("**CMS**");

(4) **DEUTSCHE SECURITIES ASIA LIMITED** whose registered office is at 60/F, International Commerce Centre, 1 Austin Road, West Kowloon, Hong Kong ("**DSAL**");

(5) **DEUTSCHE BANK AG, HONG KONG BRANCH**[1] whose registered office is 60/F, International Commerce Centre, 1 Austin Road, West Kowloon, Hong Kong ("**DBAG**"); and

(6) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in **SCHEDULE 1** (the "**Hong Kong Underwriters**").

RECITALS:

(A) The Company is a joint stock company established under the laws of the PRC with limited liability and was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As of the date hereof, the Company has a total issued share capital of RMB240,734,400, comprising 240,734,400 A Shares with a nominal value of RMB1.00 each, all of which are listed on the Shenzhen Stock Exchange.

(B) As at the date of this Agreement, the Controlling Shareholders, directly or indirectly, are interested in 150,217,600 A Shares of the Company, representing approximately 62.40% of the issued share capital of the Company.

(C) The Company is proposing to obtain a listing for its H Shares on the Stock Exchange by way of the Global Offering comprising:

(a) a Hong Kong Public Offering, comprising an offer for subscription of the Hong Kong Offer Shares to be issued by the Company, in respect of which this Agreement is being entered into; and

(b) an International Offering, comprising an offer for subscription of the International Offer Shares to be issued by the Company.

[1] *Incorporated in the Federal Republic of Germany and members' liability is limited*

(D) CMS and DSAL have been appointed as the Joint Sponsors in connection with the Global Offering.

(E) CMS, DBAG and CLSA have been appointed as the Overall Coordinators in connection with the Global Offering.

(F) The Joint Sponsors have made an application on behalf of the Company on June 18, 2025 and December 19, 2025 to the Listing Division of the SEHK for the listing of, and permission to deal in the H Shares on the Main Board of SEHK.

(G) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

(H) The Company and the Controlling Shareholders have agreed to irrevocably give the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors and the Underwriting Parties.

(I) The Company has appointed Tricor Investor Services Limited to act as its H Share Registrar and to provide services in connection with the processing of applications under the Hong Kong Public Offering.

(J) The Company has appointed Industrial and Commercial Bank of China (Asia) Limited as the Receiving Bank for the Hong Kong Public Offering and ICBC (Asia) Nominee Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.

(K) The Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters (severally, and not jointly or jointly and severally) subject to the terms and conditions set out therein.

(L) At a meeting of the Board held on April 3, 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and Mr. Li Haizhou was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

(M) At a shareholders' meeting of the Company held on May 19, 2025, resolutions were passed to approve the Global Offering and the issue of H Shares pursuant thereto.

(N) The Company has filed the required documents with the CSRC, and has received a filing notice from the CSRC dated November 19, 2025, confirming the completion of the filing procedures pursuant to the new filing regime introduced by the new regulations on filing for the Global Offering and the application for listing of the H Shares on the SEHK.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Defined terms and expressions:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following terms and expressions shall have the respective meanings set out below:

"**Acceptance Date**" means March 4, 2026, being the date on which the Application Lists close in accordance with the provisions of **Clause 4.4**;

"**Accepted Hong Kong Public Offering Applications**" means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to **Clause 4.5**;

"**Admission**" means the grant by the Listing Committee of the SEHK of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK;

"**affiliate**" means in relation to any person, any other person which is the holding company of such person, or which is a subsidiary of such person or of the holding company of such person, or which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person and, for the purposes of the foregoing, "**control**" means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and "**controlling**", "**controlled by**" and "**under common control with**" shall be construed accordingly;

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;

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

"**Application Proof**" means the application proofs of the prospectus of the Company posted on the SEHK's website at **http://www.hkexnews.hk** on June 18, 2025 and December 19, 2025;

"**Approvals and Filings**" means any approvals, sanctions, licences, consents, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, declarations and/or filings;

"**Articles of Association**" means the articles of association of the Company conditionally adopted by a special resolution passed on May 19, 2025 with effect from the Listing Date, and as amended from time to time;

"**Authority**" means any administrative, governmental, legislative, executive or regulatory commission, individual, board, body, authority or agency, or any stock exchange, self-regulatory organisation 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;

"**A Share(s)**" means shares in the share capital of the Company with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

"**BHC Act Affiliate**" has the meaning ascribed to it in **Clause** Error! Reference source not found.;

"**Board**" means the board of directors of the Company;

"**Brokerage**" means the brokerage at the rate of 1.0% of the Offer Price in respect of the Offer Shares payable by investors in the Global Offering;

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

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC;

"**CLSA**" means CLSA LIMITED whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong;

"**CMIs**" means CMS, DBAG, CLSA, ABCI Capital Limited, ABCI Securities Company Limited, BOCOM International Securities Limited, Futu Securities International (Hong Kong) Limited, Yellow River Securities Limited, Open Securities Limited and I Win Securities Limited;

"**Code**" has the meaning ascribed to it in **Clause 3.11**;

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

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

"**Conditions**" means the conditions precedent set out in **Clause 2.1**;

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

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

"**Controlling Shareholders**" has the meaning ascribed to it under the Listing Rules and referred to in **SCHEDULE 7**;

"**Cornerstone Investment Agreements**" means the several cornerstone investment agreements entered into by, among others, the Company, the Joint Sponsors, the Sponsor-OCs and the several cornerstone investors as described in the section headed "Cornerstone Investors" in the Hong Kong Prospectus;

"**Covered Entity**" has the meaning ascribed to it in **Clause** Error! Reference source not found.;

"**CSRC**" means the China Securities Regulatory Commission of the PRC;

"**CSRC Archive Rules**" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing Notice**" means the filing notice from the CSRC dated November 19, 2025 confirming the completion of the procedures for the filing for, among other things,

the Global Offering and the making of the application to list the H Shares on the Stock Exchange;

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on June 20, 2025 pursuant to Article 13 of the CSRC Filing Rules;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

"**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;

"**Default Right**" has the meaning ascribed to it in **Clause** Error! Reference source not found.;

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

"**Disclosure Package**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**Encumbrance**" means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

"**Extreme Conditions**" means extreme conditions as announced by the government of Hong Kong in the case where a super typhoon or other natural disaster of a substantial scale with serious extreme and widespread impact, such as large-scale power outage, extensive flooding, major landslides and series obstruction of public transport services;

"**Final Offering Circular**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**FINI**" means the "Fast Interface for New Issuance", an online platform operated by the HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement of all new listings;

"**FINI Agreement**" means the FINI agreement dated December 16, 2025 and entered into between the Company and HKSCC;

"**First Six-Month Period**" has the meaning ascribed to it in **Clause 9.1**;

"**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, and the expression "**member of the Group**" shall be construed accordingly;

"**H Share(s)**" means shares in the share capital of the Company with a nominal value of RMB1.00 each, which are to be subscribed for and traded in HK dollars and are to be listed on the SEHK;

"**H Share Registrar**" means Tricor Investor Services Limited;

"**HK$**" or "**Hong Kong dollars**" means Hong Kong dollars, the lawful currency of Hong Kong;

"**HKIAC**" has the meaning ascribed to it in **Clause 16.2**;

"**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 2,674,900 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in **Clauses 2.6**, **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 February 27, 2026;

"**Hong Kong Public Offering**" means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Applications**" means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO service at **www.eipo.com.hk**, or through HKSCC EIPO channel to electronically cause HKSCC Nominees Limited to apply on an applicant's behalf and otherwise made in compliance with the terms of the Hong Kong Public Offering Documents, including for the avoidance of doubt Hong Kong Underwriters' Applications;

"**Hong Kong Public Offering Documents**" means the Application Proof, the PHIP, 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 purchase, or failing which itself as principal apply to purchase, 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 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**;

"Hong Kong Underwriter(s)" 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 as provided in **Clause 4.7** which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to **Clause 4.7**;

"**Incentive Fee**" has the meaning ascribed to it in **Clause 6.1**;

"**Indemnified Parties**" means (i) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in **Clause 3.9**; (iii) their respective directors, supervisors, officers, members, employees, representatives and agents; (iv) all directors, supervisors, officers, members, employees, representatives and agents of their respective subsidiaries, head offices and branches, associates and affiliates; and (v) the successors and assigns of all of the foregoing persons, and "**Indemnified Party**" means any of them;

"**Indemnifying Parties**" has the meaning ascribed to it in **Clauses 12.1** or **12.2,** as the case may be;

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

"**Internal Control Consultant**" means BDO Risk Advisory Services Limited, the internal control consultant to the Company;

"**International Offer Shares**" means 24,073,400 H Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;

"**International Offering**" means the offering through the International Underwriters or their respective affiliates of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, upon and subject to the terms and conditions of the International Underwriting Agreement and the Final Offering Circular;

"**International Offering Full or Over-subscription**" has the meaning ascribed to it in **Clause 4.11.2**;

"**International Offering Underwriting Commitment**" means, in relation to any International Underwriter, the number of International Offer Shares in respect of which

such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

"**International Underwriters**" means the persons named as such in the International Underwriting Agreement;

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering to be entered into by, among others, the Company, the Controlling Shareholders, the Joint Sponsors, the Overall Coordinators and the International Underwriters;

"**Investor Presentation Materials**" means all information, materials and documents issued, given or presented in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

"**Joint Bookrunners**" means CMS, DBAG, CLSA, ABCI Capital Limited, BOCOM International Securities Limited, Futu Securities International (Hong Kong) Limited and Yellow River Securities Limited, being the joint bookrunners of the Global Offering;

"**Joint Global Coordinators**" means CMS, DBAG and CLSA, being the joint global coordinators of the Global Offering;

"**Joint Lead Managers**" means CMS, DBAG, CLSA, ABCI Securities Company Limited, BOCOM International Securities Limited, Futu Securities International (Hong Kong) Limited, Yellow River Securities Limited, Open Securities Limited and I Win Securities Limited, being the joint lead managers of the Global Offering;

"**Joint Sponsors**" means CMS and DSAL, being the joint sponsors of the Company's listing on the SEHK;

"**judgement currency**" has the meaning ascribed to it in **Clause 19.10**;

"**Laws**" means any and all national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, regulations or rules (including, without limitation, any and all regulations, rules, orders, executive orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

"**Listing Committee**" means the listing committee of the SEHK;

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board of the SEHK (which is expected to be on March 9, 2026);

"**Listing Rules**" means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the listing decisions, guidelines (including the Guide for New Listing Applicants published by the Stock Exchange), guidance letters, and other requirements of the SEHK, as amended, supplemented or otherwise modified from time to time;

"**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, earnings, solvency, liquidity position, funding, results of operations, position or condition, financial, operational or otherwise, or performance of the Group, taken as a whole;

"**Material Adverse Effect"** means a material adverse effect or any development involving a prospective material adverse effect, on or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, earnings, solvency, liquidity position, funding, results of operations, position or condition, financial, operational or otherwise, or performance of the Group taken as a whole;

"**Minimum Free Float Requirement"** has the meaning ascribed to it in Clause 9.2;

"**Minimum Public Float Requirement"** has the meaning ascribed to it in Clause 9.2;

"**Money Settlement Failure**" means a notification by HKSCC to the Joint Sponsors and the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus;

"**Nominee**" means ICBC (Asia) Nominee Limited;

"**OC Announcements**" means the announcements dated June 18, 2025 setting out the name(s) of the Sponsor-OCs appointed by the Company in connection with the Global Offering, as updated by the announcements dated July 2, 2025 and December 19, 2025;

"**Offer Price**" means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levies) at which the Offer Shares are to be purchased 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;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Final Offering Circular, the OC Announcements and any other documents, materials or information made, issued, given, released or used in connection with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto;

"**Offer Related Documents**" has the meaning ascribed to it in **Clause 11.1.2**Error! Reference source not found.;

"**Operative Documents**" means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar Agreement, the FINI Agreement and Cornerstone Investment Agreements;

"**Overall Coordinators**" means CMS, DBAG and CLSA;

"**PHIP**" means the post hearing information pack of the Company posted on the SEHK's website at **www.hkexnews.hk** on January 30, 2026;

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

"**PRC Company Law**" means Company Law of the People's Republic of China (《中華人民共和國公司法》), as amended, supplemented or otherwise modified from time to time;

"**Preliminary Offering Circular**" means the preliminary offering circular issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

"**Price Determination Agreement**" means the agreement in agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of 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 Global Offering in accordance with **Clause 2.5**, which is expected to be on or about March 5, 2026;

"**Proceedings**" has the meaning ascribed to it in **Clause 12.1**;

"**rate of exchange**" has the meaning ascribed to it in **Clause 19.10**;

"**Receiving Bank**" means Industrial and Commercial Bank of China (Asia) Limited;

"**Receiving Bank Agreement**" means the agreement dated February 25, 2026 entered into between the Company, the Receiving Bank, the Joint Sponsors, the Overall Coordinators, the Nominee and the H Share Registrar;

"**Registrar Agreement**" means the agreement dated February 24, 2026 entered into between the Company and the H Share Registrar;

"**Related Public Information**" has the meaning ascribed to it in **Clause 12.1.1**;

"**Relevant Jurisdiction**" has the meaning ascribed to it in **Clause 11.1.1(a)(a)**;

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

"**Reporting Accountant"** means Ernst & Young;

"**Rules**" has the meaning ascribed to it in **Clause 16.2**;

"**Second Six-Month Period**" has the meaning ascribed to it in **Clause 9.1**;

"**Securities Act**" means the United States Securities Act of 1933, and the rules and regulations promulgated thereunder, as amended, supplemented or otherwise modified 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;

"**Share(s)**" means share(s) in the share capital of the Company with a nominal value of RMB1.00 each, comprising A Share(s) and H Share(s);

"**Sponsor-OCs**" means CMS and DBAG;

"**Sponsor-OCs Engagement Letters**" means the engagement letters entered into between the Company, the Joint Sponsors and Sponsor-OCs dated March 28, 2025;

"**subsidiaries**" means the subsidiaries of the Company within the meaning of the Companies Ordinance, including without limitation, the companies named in Appendix I to the Hong Kong Prospectus as subsidiaries of the Company, and "**subsidiary**" means any one of them;

"**Taxation**" or "**Taxes**" means all forms of taxation, present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority and all forms of taxation, whenever created, imposed or arising and whether of Hong Kong, the PRC, the United States or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the United States 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;

"**Termination Time**" has the meaning ascribed to it in **Clause 11.1**;

"**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 Levies**" means the SFC transaction levy at the rate of 0.0027% of the Offer Price and AFRC transaction levy at the rate of 0.00015%;

"**Underwriters**" means the Hong Kong Underwriters and the International Underwriters;

"**Underwriting Commission**" has the meaning ascribed to it in **Clause 6.1**;

"**Underwriting Parties**" means the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters;

"**Unsold Hong Kong Offer Shares**" has the meaning ascribed to it in **Clause 4.6**;

"**US**" or **"United States**" means the United States of America;

"**U.S. Special Resolution Regime**" has the meaning ascribed to it in **Clause** Error! Reference source not found.;

"**Verification Notes**" means the verification notes relating to the Hong Kong Prospectus and the verification notes relating to the CSRC Filing Report, copies of which have been signed and approved by, among others, the Directors;

"**Warranties**" means the representations, warranties, agreements and undertakings of (a) the Warrantors as set out in **Part A** of **SCHEDULE 2,** and (b) the Controlling Shareholders as set out in **Part B** of **SCHEDULE 2**;

"**Warrantors**" means the Company and the Controlling Shareholders;

"**White Form eIPO Service**" means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase the Hong Kong Offer Shares on a website designated for such purpose, as provided for and disclosed in the Hong Kong Prospectus; and

"**White Form eIPO Service Provider**" means Tricor Investor Services Limited.

1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.4 **References:** Except where the context otherwise requires, in this Agreement:

1.4.1 references to "**Clauses**", "**Recitals**" and "**Schedules**" are to clauses of and recitals and schedules to this Agreement;

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

1.4.3 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.4 the term "**or**," is not exclusive;

1.4.5 references to "**persons**" shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);

1.4.6 the terms "**purchase**" and "**purchaser**", when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;

1.4.7 the terms "**sell**" and "**sale**", when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;

1.4.8 references to a "**subsidiary**" or "**holding company**" shall be the same as defined in section 15 and section 13 of the Companies Ordinance;

1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.4.10 references to a document being "**in agreed form**" shall mean such document in a form agreed between the Company, the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) Baker & McKenzie, legal advisers to the Company as to Hong Kong Laws, on behalf of the Company; and (b) Fangda Partners, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Joint Sponsors and the Overall Coordinators;

1.4.11 references to a "**certified true copy**" means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;

1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;

1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;

1.4.14 references to one gender shall include the other genders; and

1.4.15 references to the singular shall include the plural and *vice versa*.

2 CONDITIONS

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

2.1.1 the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in **Part A** of **SCHEDULE 3** and **Part B** of **SCHEDULE 3**, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, not later than 6:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 6:00 p.m. on the Business Day immediately before the Listing Date, or such other date and/or later time as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) may agree, respectively;

2.1.2 the issue by the SEHK of a certificate of authorisation of registration in respect of the Hong Kong Prospectus on the Business Day before the Hong Kong Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C of the Companies (WUMP) Ordinance, not later than 4:00 p.m. or such later time as agreed by SEHK or the Registrar of Companies in Hong Kong (as the case

may be) on the Business Day immediately before the Hong Kong Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch, deposit into CCASS or availability for collection of the H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked or withheld or subject to qualifications (except for customary conditions imposed by SEHK in relation to the Listing) prior to the commencement of trading of the H Shares on the SEHK;

2.1.4 Admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch, deposit into CCASS or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Sponsor-OCs may (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);

2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Overall Coordinators and the Company) in accordance with **Clause 2.5** and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;

2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the Price Determination Date and the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that (i) the approval of the SEHK of the listing of, and permission to deal in the H Shares; and (ii) all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the SEHK or the SFC (as applicable) are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;

2.1.8 the notice of acceptance and filing results published in respect of the CSRC Filings which have already been accepted and published by the CSRC Filings

on its website, not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;

2.1.9 the Warranties being true, accurate and not misleading on and as of the dates and times specified in **Clause 8.2** (as though they had been given and made on such date by references to the facts and circumstances then subsisting); and

2.1.10 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 such conditions must be met, as the case may be.

2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Joint Sponsors and the Underwriting Parties to fulfil or procure the fulfilment of the Conditions 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 Joint Sponsors, the Sponsor-OCs (for themselves and on behalf of the Underwriters), the CSRC, the SEHK, the SFC, the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of the H Shares on the SEHK and the fulfilment of such Conditions on or before the relevant time or date specified therefor.

2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the date which is the 30th day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such extension is made); or

2.3.2 in respect of the Conditions set out in **Clause 2.1.1** only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition on behalf of the Underwriters.

2.4 **Conditions not satisfied:** Without prejudice to **Clauses 2.3** and **11**, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of **Clause 11.2** shall apply.

2.5 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the 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 Underwriters) reach

agreement on the Offer Price on or around the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on March 5, 2026 and no extension is granted by the Overall Coordinators pursuant to **Clause 2.3**, the provisions of **Clause 2.4** shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators considered necessary or desirable and further agrees that it will be bound by all the terms of the Price Determination Agreement as executed.

2.6 **Reduction of number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering at any time on or prior to the morning of the Acceptance Date, in which event the Company shall, (i) 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 a notice of the reduction in the number of Offer Shares initially offered in the Global Offering, the cancellation of the Global Offering and relaunch of the offer at the revised number of Offer Shares to be published on the websites of the Company at **http://www.szzhaowei.net** and the SEHK at **www.hkexnews.hk;** (ii) cause such supplemental or new offering documents as may be required by the relevant Laws or Authority to be published in such manner as the relevant Laws or Authority may require as soon as practicable following the decision to make the change, and such supplemental or new offering documents shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Hong Kong Prospectus and any other financial information which may change as a result of such reduction; and (iii) comply with all Laws applicable to that reduction.

In the absence of any such notices, the number of Offer Shares will not be reduced. If there is any change to the offer size due to change in the number of Offer Shares offered in the Global Offering (other than pursuant to the reallocation mechanism as disclosed in Hong Kong Prospectus), or if the Company becomes aware that there has been a significant change affecting any matter contained in the Hong Kong Prospectus or a significant new matter has arisen, the inclusion of information in respect of which would have been required to be in Hong Kong Prospectus if it had arisen before the Hong Kong Prospectus was issued, after the issue of the Hong Kong Prospectus and before the commencement of dealings in the Shares as prescribed under Rule 11.13 of the Listing Rules, the Company is required to cancel the Global Offering and relaunch the offer and issue a supplemental prospectus or a new prospectus.

2.7 **No waiver in certain circumstances.** The Joint Sponsors or the Overall Coordinators' consent to or knowledge of any amendments or supplements to the Offering Documents or the CSRC Filings subsequent to their respective issue or distribution will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.

3 APPOINTMENTS

3.1 **Sponsor-OCs:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sponsor-OCs as the sponsor-overall coordinators of the Global Offering in accordance with the terms and conditions of the Sponsors-OCs Engagement Letters, and each of the Sponsor-OCs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.2 **Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Overall Coordinators as the overall coordinators of the Global Offering in accordance with the terms and conditions of the Sponsors-OC Engagement Letters, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators to act as the joint global coordinators to the Global Offering, and each of the Joint Global Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.4 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Sponsors to act as the joint sponsors in connection with the listing of the H Shares on the SEHK in accordance with the terms of the Sponsors-OCs Engagement Letters.

3.5 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners to act as the joint bookrunners of the Hong Kong Public Offering and the International Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.6 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers to act as the joint lead managers of the Hong Kong Public Offering and the International Offering, and each of the Joint Lead Managers relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

3.8 **CMIs:** The Company hereby appoints the CMIs, to the exclusion of all others, to underwrite the Hong Kong Public Offering, and the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.

3.9 **Delegation:** Each appointment referred to in **Clauses 3.1** to **3.7** is made on the basis, and on terms, that each appointee is irrevocably authorised 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 so long as such affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees shall remain liable for all acts and omissions of any of its affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this **Clause 3.9**, notwithstanding any such delegation.

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

3.11 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under **Clauses 3.1** to **3.7** confer on each of the appointees and their respective delegates under **Clause 3.9** 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, sponsor-overall coordinators, overall coordinator, global coordinator, lead manager, bookrunner, capital market intermediary or Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company further acknowledges and agrees that each of the Joint Sponsors is acting in the capacity as a sponsor subject to the Code of Conduct For Persons Licensed by or Registered with the SFC (the "**Code**"), and therefore the Joint Sponsors only owe certain regulatory duties to the Stock Exchange and the SFC but such regulatory duties are not owed to any other party including the Company.

3.12 **Limitation of liability:** None of the appointees pursuant to **Clauses 3.1** to **3.8** or any other Indemnified Party shall be responsible for, any loss, cost, expense or damage to any persons arising from (i) any transaction carried out by such appointee within the scope of the appointments and grants of authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing of, and permission to deal in, the Shares on the Stock Exchange (except for any such loss, cost, expense or damage which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal to have been arisen primarily from the fraud, wilful default or gross negligence on the part of such appointees or the other Indemnified Parties); or (ii) or any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

3.13 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that (i) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, (ii) the Sponsor-OCs and the Overall Coordinators, in their roles as such are acting solely as the sponsor overall coordinators and overall coordinators of the Global Offering, (iii) the Joint Global Coordinators, in their roles as such, are acting solely as joint global coordinators of the Global Offering, (iv) the Joint Sponsors, in their roles as such, are acting solely as joint

sponsors in connection with the listing of the H Shares on the SEHK, (v) the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Global Offering, (vi) the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Global Offering, and (vii) the CMIs, in their roles as such, are acting solely as capital market intermediaries of the Global Offering.

Each of the Warrantors further acknowledges that the Underwriting Parties and the Joint Sponsors are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Underwriting Parties or the Joint Sponsors, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, supervisors, management, shareholders or creditors or any other person in connection with any activity that the Underwriting Parties or the Joint Sponsors, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK or the process leading thereto, either before or after the date hereof.

The Underwriting Parties and the Joint Sponsors hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Underwriting Parties and the Joint Sponsors have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Underwriting Parties or the Joint Sponsors, 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 Underwriting Parties or the Joint Sponsors, 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 Underwriting Parties or the Joint Sponsors, as applicable, on the other hand, agree that the Underwriting Parties or the Joint Sponsors, 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, adviser 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 and the Transaction Levies 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**), and none of the Underwriting Parties and the Joint Sponsors has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Underwriting Parties and the Joint Sponsors have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Underwriting Parties and the Joint Sponsors are not advising the Warrantors, their respective directors, supervisors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the

Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Underwriting Parties, the Joint Sponsors and their respective directors, supervisors, officers and affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Underwriting Parties and the Joint Sponsors of the Company, 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 relating thereto shall be performed solely for the benefit of the Underwriting Parties and the Joint Sponsors and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Underwriting Parties and the Joint Sponsors and their respective affiliates may be engaged in a broad range of transactions that involve interests that are different from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Underwriting Parties, the Joint Sponsors with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with or in relation to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions.

3.14 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement, none of the Joint Sponsors, the Underwriting Parties and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Underwriting Parties or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties hereto that the Warrantors are solely responsible in this regard):

3.14.1 any omission of information from any Offering Documents or CSRC Filings, or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading;

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

3.14.3 any of the matters referred to in **Clauses 12.1.1** to **12.1.4**,

and, notwithstanding anything contained in **Clause 12**, each Indemnified Party shall be entitled pursuant to the indemnities contained in **Clause 12** to recover any Loss (as defined in **Clause 12.1**) incurred or suffered or made as a result of or in connection with or in relation to any of the foregoing matters.

3.15 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under **Clauses 3.1** to **3.7**, as applicable, or by any of the delegates under **Clause 3.99** 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 **3.78** or their respective delegates under **Clause 3.99**. The obligations of the appointees hereunder are several (and not joint or joint and several). Save as provided in **Clause 3.99**, none of the appointees under **Clauses 3.1** to **3.78** 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 **3.78** shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

4 THE HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levies) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents, and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Company shall cause, the Formal Notice to be published on the official website of the SEHK at **www.hkexnews.hk** and on the website of the Company at **http://www.szzhaowei.net** on the day(s) specified in **SCHEDULE 5** (or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors).

4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to the terms and conditions contained in the Receiving Bank Agreement. The Company shall 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 White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the Registrar Agreement. The Company has appointed Tricor Investor Services Limited to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Hong Kong Underwriters 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 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 remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the International Underwriting Agreement, the Receiving Bank Agreement and this Agreement, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, to

reject or accept in whole or in part any Hong Kong Public Offering Application, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall procure that the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

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

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

4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a "**Hong Kong Public Offering Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of **Clause 4.7**) shall, subject as provided in **Clauses 4.10** and **4.12**, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the "**Unsold Hong Kong Offer Shares**"), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding the payment procedures), provided that:

4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this **Clause 4.6** shall be several (and not joint or joint and several);

4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this **Clause 4.6** shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth 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**, **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 the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of **Clause 4.5** and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the

set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **SCHEDULE 4**.

4.8 **Accepted Application:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Overall Coordinators pursuant to **Clause 4.5**, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under **Clause 4.6**.

4.9 **Applications and payment for Unsold Hong Kong Offer Shares**: In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to **Clause 4.5.1**, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the 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 Second 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 applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to **Clause 4.6** specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant and deliver to the Joint Sponsors and 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 and the Transaction Levies in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at 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 the Company shall, as soon as practicable and in no event later than 9:00 a.m. on March 6, 2026 (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 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 any of 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 the Underwriting Commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a "**Hong Kong Public Offering Over-Subscription**"), then:

4.11.1 subject to any required reallocation as set forth below in **Clause 4.11.2**, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of 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 not be entitled to the Underwriting Commission referred to in **Clause 6.1** in respect of the Offer Shares reallocated to the Hong Kong Public Offering; and

4.11.2 if (i) 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 occurs, 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 4,012,200 Offer Shares, representing approximately 15% of the total number of Offer Shares initially available under the Global Offering in accordance with Chapter 4.14 of the Guide.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in **Clause 6.1** in respect of the Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the SEHK.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

4.12.1 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 may in their sole and absolute discretion determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

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 where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as 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 Underwriting Parties and the Joint Sponsors to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares**: Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on March 6, 2026 (the date specified in the Hong Kong Prospectus for the despatch of H share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents, the International Underwriting Agreement and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;

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

5.1.3 procure that H share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by

the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC Nominees Limited for immediate credit to such designated HKSCC Participant's stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date at or around 9:30 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sponsor-OCs that the Conditions have been fulfilled or waived and that share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sponsor-OCs in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Sponsor-OCs 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 received in respect of Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sponsor-OCs (and where a person other than the Sponsor-OCs is entitled to any amount so deducted, such amount will be received by the Sponsor-OCs on behalf of such person) all amounts payable by the Company pursuant to **Clause 5.3**, **Clause 5.4** and **Clause 6** and any other fees or expenses agreed by the Company in writing; 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, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sponsor-OCs (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this **Clause 5.2** will (for the avoidance of doubt and if applicable) be calculated after allowing for the deduction of the Underwriting Commission and Incentive Fee (if any) payable by the Company pursuant to **Clause 6.1** and **Clause 6.2**, and entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levies) if and to the extent that the Offer Price shall be determined at below HK$73.68 per Offer Share.

5.3 **Brokerage, Trading Fee and Transaction Levies for applicants:** Subject to the receipt of the applicable amount pursuant to **Clause 6.4**, the Overall Coordinators will, on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levies in respect

of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

5.4 **Trading Fee and Transaction Levies for the Company:** Subject to the receipt of the applicable amount pursuant to **Clause 6.4**, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee and the Transaction Levies payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.

5.5 **Refund cheques**: The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Joint Sponsors and the Underwriting Parties has or shall have any liability whatsoever under **Clause 5** or **Clause 6** or otherwise for any default by the Nominee or any other application or otherwise of funds.

5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

6 COMMISSIONS AND COSTS

6.1 **Underwriting commission**: Subject to this Agreement having become unconditional and not having been terminated under its terms, the Company agrees to pay all syndicate CMIs a total underwriting commission equal to 1.7% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to **Clauses 4.11** and **4.12**, respectively) (the "**Underwriting Commission**"), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlement of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement, provided that any adjustment to the allocation of the fixed fee to each syndicate CMI as set out in the Sponsor-OCs Engagement Letters and the engagement letters entered into between the Company and the relevant syndicate CMIs shall be in compliance with the Listing Rules and the Code.

6.2 **Incentive fee**: the Company may, at its sole discretion, pay all syndicate CMIs an additional fee of up to 0.8% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to **Clauses 4.11** and **4.12**, respectively) (the "**Incentive Fee**"). The actual absolute amount of the Incentive Fee (if any) and the split of the

Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated as set out in the International Underwriting Agreement.

6.3 **Sponsor fee**: The Company shall further pay to the Joint Sponsors the outstanding sponsor fee payable by the Company pursuant to the Sponsor-OCs Engagement Letter upon Listing.

6.4 **Other costs payable by the Company:** The Company shall be responsible for all the 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:

6.4.1 fees, disbursements and expenses of the Reporting Accountant in accordance with the engagement letter between the Company and the Reporting Accountant;

6.4.2 fees, disbursements and expenses of the H Share Registrar and the White Form eIPO Service Provider in accordance with their respective engagement letters with the Company;

6.4.3 fees, disbursements and expenses of all legal advisers to the Company and all legal advisers to the Joint Sponsors and the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;

6.4.4 fees, disbursements and expenses of the Industry Consultant in accordance with the engagement letter between the Company and the Industry Consultant;

6.4.5 fees, disbursements and expenses of the Internal Control Consultant in accordance with the engagement letter between the Company and the Internal Control Consultant;

6.4.6 fees, disbursements and expenses of any public relations consultants in accordance with the engagement letter between the Company and such public relations consultants;

6.4.7 fees, disbursements and expenses of any translation services;

6.4.8 fees, disbursements and expenses of the Receiving Bank and the Nominee;

6.4.9 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering;

6.4.10 fees, disbursements and expenses related to the application for listing of the H Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;

6.4.11 the out-of-pocket costs, disbursements and expenses (including, without limitation, document production, postage, telecommunications and travel expenses) of the Joint Sponsors and the Underwriting Parties (including their respective affiliates);

6.4.12 all cost and expenses for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including all fees and expenses of any consultants engaged in connection with the road show presentation and other fees and expenses in relation thereto incurred by the Company, the Underwriting Parties (including their respective affiliates) and any such consultants;

6.4.13 all printing and advertising costs (including all fees, disbursements and expenses of the financial printer retained for the Global Offering);

6.4.14 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents in all relevant jurisdictions, and all amendments and supplements thereto;

6.4.15 all cost of preparing, printing or producing any Agreement among the International Underwriters, Agreement among the Hong Kong Underwriters, this Agreement, the International Underwriting Agreement, the Agreement Between Syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;

6.4.16 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;

6.4.17 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

6.4.18 all capital duty (if any), premium duty (if any), tax, levy and other fees, costs and expenses payable in respect of the creation and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering (including, without limitation, any Brokerage, Trading Fee and Transaction Levies payable by the Company, and any capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, arising from or in respect of the creation, issue, allotment and delivery of the Offer Shares pursuant to the Global Offering), the execution and delivery of and the performance of any provisions of this Agreement;

6.4.19 fees and expenses relating to the registration of the Hong Kong Public Offering Documents and any amendments and supplements thereto with any Authority, including, without limitation, the Registrar of Companies in Hong Kong;

6.4.20 all processing charges and related expenses payable to HKSCC and all costs and expenses related to the preparation and launching of the Global Offering;

6.4.21 fees and expenses related to background searches, company searches, litigation searches, winding-up searches, bankruptcy and insolvency searches and directorship searches in connection with the Global Offering;

6.4.22 all CCASS transaction fees payable in connection with the Global Offering; and

6.4.23 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Underwriting Parties or any of them or on their behalf under this Agreement and International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this **Clause 6.4** or pursuant to any other agreements between the Company and the Joint Sponsors.

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, provided that all out-of-pocket costs and expenses (including, without limitation, travel, accommodation, courier costs, telecom cost and other similar expenses, but, for the avoidance of doubt, excluding the fees, costs and expenses which shall be paid by the Company pursuant to the Sponsor-OCs Engagement Letters) incurred by each of the Sponsor-OCs to be reimbursed by the Company shall be subject to a cap of US$30,000 for each Overall Coordinator. Notwithstanding anything to the contrary in **Clause 19.11**, if any costs, expenses, fees or charges referred to in this **Clause 6.4** is paid or to be paid by any of the Joint Sponsors and the Underwriting Parties for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant the Joint Sponsors or the Underwriting Parties on an after-tax basis.

6.5 **Costs and expenses remaining payable if the Global Offering does not proceed:** If this Agreement is terminated or does 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** or **Clause 6.2**, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in **Clause 6.4** which have been incurred or are liable to be paid by the Joint Sponsors and/or the Underwriting Parties and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to **Clause 6.4**, forthwith upon demand by the Joint Sponsors or the Underwriting Parties and, in any event, no later than 10 Business Days upon such demand by the Joint Sponsors or the Underwriting Parties or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be, and the Joint Sponsors and the Overall Coordinators are entitled to, in accordance with the provisions of the Receiving Banks Agreement, instruct the Nominee to make such payment.

6.6 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this **Clause 6** shall, except as otherwise provided in this **Clause 6**, if not so deducted pursuant to **Clause 5.2**, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 10 Business Days of the first written request by the Sponsor-Overall Coordinators.

7 [INTENTIONALLY LEFT BLANK]

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties by the Warrantors:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in **Part A** of **SCHEDULE 2** and each of the Controlling Shareholders hereby, jointly and severally, represents, warrants, agrees and undertakes with respect to each of the Warranties in **Part B** of **SCHEDULE 2**, to the Joint Sponsors and the Underwriting Parties and each of them that each of the Warranties is true, accurate and not misleading

as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors and the Underwriting Parties is entering into this Agreement in reliance upon the Warranties. Each of the Warrantors jointly and severally acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

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

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (WUMP) Ordinance;

8.2.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 on the date on which the Conditions are fulfilled or waived;

8.2.6 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

8.2.7 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed application and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to **Clause 4.6** and/or **Clause 4.10** (as the case may be);

8.2.8 on the date on which the basis of allotment of the Hong Kong Offer Shares is announced;

8.2.9 immediately prior to 8:00 a.m. on the Listing Date; and

8.2.10 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, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under **Clause 8.5** subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this **Clause 8.2** shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby jointly and severally undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its

knowledge that any of the Warranties is untrue, incomplete, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect at any time up to the last to occur of the dates and times specified in **Clause 8.2** or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect.

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby jointly and severally undertakes to the Joint Sponsors and the Underwriting Parties 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, incomplete, inaccurate, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in **Clause 8.2** or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or the CSRC Filings or any of them without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

8.5 **Remedial action and announcements:** The Warrantors shall notify the Joint Sponsors and the Overall Coordinators, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given or repeated pursuant to the provisions of **Clause 8.2**, (i) any event shall occur or any circumstance shall exist which renders or could render untrue, inaccurate, misleading or breached in any respect any of the Warranties, if repeated immediately after the occurrence of such event or existence of such circumstance, or gives rise to or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents or the CSRC Filings; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents or the CSRC Filings, if the same were issued immediately after the occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or the CSRC Filings, or (iv) any significant new factor likely to affect the Warrantors, the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in **paragraphs (i)** through **(iv)** above, without prejudice to any other rights of the Joint Sponsors, the Underwriting Parties or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or the CSRC Filings or any of them as the Joint Sponsors and the Overall Coordinators may require and supplying the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter, event or fact or (ii) result in the loss of the rights of the Joint Sponsors or the Underwriting Parties' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the

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

8.6 **Warrantors' knowledge:** A reference in this **Clause 8** or in **SCHEDULE 2** to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that each of the Warrantors has used its/his/her best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive in any respect. Notwithstanding that any of the Joint Sponsors and the Underwriting Parties has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors and the Underwriting Parties under this **Clause 8** shall not be prejudiced by such knowledge, investigation and/or enquiry.

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

8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Underwriting Parties or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Underwriting Parties or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors or the Underwriting Parties (or the rights of any of the Joint Sponsors or the Underwriting Parties) against any other person under the same or a similar liability.

8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors and the Underwriting Parties agreeing to enter into this Agreement on the terms and conditions set out herein.

8.10 **Full force**: For the purpose of this **Clause 8**:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or the CSRC Filings or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to **Clause 8.5** or otherwise, the Warranties relating to any such documents given pursuant to this **Clause 8** shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

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

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

9.1 **Lock-up on the Company:** The Company undertakes to each of the Joint Sponsors and the Underwriting Parties that, except for the offer, allotment, issue and sale of the Offer Shares pursuant to the Global Offering, at any time during the period commencing on the date hereof and ending on, and including the date falling six months after the Listing Date (the "**First Six-Month Period**"), the Company will not, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

9.1.1 offer, allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, make any short 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 H Shares or other equity securities of the Company, or any interest in any of the foregoing (including, without limitation, 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 H Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing), or deposit any H Shares or other equity securities of the Company, with a depositary in connection with the issue of depositary receipts; or

9.1.2 enter into any swap, derivative or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any H Shares or other securities of the Company, or any interest in any of the foregoing (including, without limitation, 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 H Shares or other equity securities of the Company, or any interest in any of the foregoing); or

9.1.3 enter into any transaction with the same economic effect as any transaction described in **Clause 9.1.1** or **9.1.2** above; or

9.1.4 offer to or agree to or announce any intention to enter into any transaction described in **Clause 9.1.1**, **9.1.2** or **9.1.3** above,

in each case, whether any of such transaction described in **Clause 9.1.1**, **9.1.2** or **9.1.3** above is to be settled by delivery of any H Shares or other equity securities of the Company or, in cash or otherwise (whether or not the issue of such H Shares or other equity securities of the Company will be completed within the First Six-Month Period).

In the event the Company is allowed to enter into any of the transactions described in **Clause 9.1.1**, **9.1.2** or **9.1.3** above or offers to or agrees to or announces any intention to enter into any such transaction 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 will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market in the securities of the Company.

Each of the Controlling Shareholders hereby undertakes to the Joint Sponsors, and the Underwriting Parties to procure the Company to comply with the undertakings in this Clause.

9.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Joint Sponsors and the Underwriting Parties, that it will, and each of the Controlling Shareholders further undertake to each of the Joint Sponsors and the Underwriting Parties to procure that the Company will, comply with the minimum public float requirements (the "**Minimum Public Float Requirement**") and the minimum free float requirements (the "**Minimum Free Float Requirement**") specified in the Listing Rules, and it will not, (i) effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the Minimum Public Float Requirement or any waiver granted and not revoked by the SEHK prior to the expiration of the Second Six-Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); or (ii) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the Shares that are hold by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 19A.13C of the Listing Rules.

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders jointly and severally agrees and undertakes to the Company, the Joint Sponsors and the Underwriting Parties that, except as pursuant to the Global Offering and the issue of the H Shares thereof, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules:

9.3.1 during the First Six-Month Period, it/he/she will not, and will procure that the relevant registered holder(s) will not

(i) sell, offer to sell, contract or agree to sell, assign, mortgage, charge, pledge, hypothecate, hedge, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, make short 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 securities of the Company or any interest therein (including, without limitation, 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 any such other securities of the Company, as applicable), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts; or

(ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or other securities of the Company or any interest therein (including, without limitation, 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 any such other securities, as applicable); or

(iii) enter into any transaction with the same economic effect as any transaction described in **paragraph (i)** or **(ii)** above; or

(iv) offer to or agree to or announce any intention to enter into any transaction described in **paragraph (i)**, **(ii)** or **(iii)** above,

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

9.3.2 during the Second Six-Month Period, it/he/she will not enter into any transaction described in **Clause 9.3.1(i)**, **9.3.1(ii), 9.3.1(iii)** or **9.3.1(iii)** above or or offer to or agree to or announce any intention to enter into any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or encumbrance pursuant to such transaction, it/he will cease to be, whether individually or collectively with the other Controlling Shareholders, a "controlling shareholder" (as defined in the Listing Rules) of the Company;

9.3.3 until the expiry of the Second Six-Month Period, in the event that it/he/she enters into any of the transactions specified in **Clause 9.3.1(i)**, **9.3.1(ii), 9.3.1(iii)** or **9.3.1(iii)** above or offers to or agrees to or announces any intention to enter into any such transaction, it/he/she will take all reasonable steps to ensure that it/he/she will not create a disorderly or false market in the securities of the Company;

provided that, subject to strict compliance with any requirements of applicable laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange or of the SFC or of any other relevant authority), nothing in the undertakings above shall prevent any of the Controlling Shareholders from (i) purchasing additional H Shares or other securities of the Company in accordance with the Listing Rules and disposing of such additional H Shares or other securities of the Company; (ii) using the H Shares or other securities of the Company or any interest therein beneficially owned by it as security (including without limitation a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, provided that (a) the relevant Controlling Shareholder will immediately inform the Company and the Underwriting Parties and the Joint Sponsors in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he/she or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him/her, and (b) when the relevant Controlling Shareholder receives indications, either verbal or written, from the pledgee or charge of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he/she will immediately inform the Company and the Joint Sponsors of such indications.

The Company undertakes to the Joint Sponsors and the Underwriting Parties 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, the SFO and/or any other applicable Law, notify the SEHK and/or other relevant governmental authorities, and make a public disclosure in relation to such information by way of an announcement.

9.4 **Full force:** The undertakings in this **Clause 9** shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Underwriting Parties and each of them that it shall, and the Controlling Shareholders undertakes to the Joint Sponsors, the Underwriting Parties and each of them that it/he/she shall procure the Company to:

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

10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to **Clause 4.6**, to the applicants under **Clauses 4.9** and **4.10**, respectively;

10.1.2 as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares, causing definitive H Share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procuring that the H Share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant and procuring 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);

10.1.3 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.4 making all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the SEHK, the SFC, the CSRC and any other relevant Authorities (if any), including but not limited to lodging with the SEHK all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the SEHK and the HKSCC;

10.1.5 making available for display on the websites of the SEHK at **www.hkexnews.hk** and the Company at **http://www.szzhaowei.net** up to and including the date which is 14 days from the date of the Hong Kong Prospectus, the documents referred to in the section headed "Appendix V – Documents Delivered to the Registrar of Companies and Available On

Display" of the Hong Kong Prospectus for the period and in such matter stated therein;

10.1.6 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

10.1.7 procuring that each of the H Share Registrar, the White Form eIPO 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 and the Receiving Bank Agreement, and that none of the terms of the appointments of the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall be amended without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

10.1.8 procuring that none of the Directors and that the relevant Director to procure none of their respective close associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to subscribe for Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;

10.1.9 procuring that none of the Company or any member of the Group and/or any of their respective substantial shareholders (as defined in the Listing Rules and including the Controlling Shareholders), directors, supervisors, partners, 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 40th day immediately following the Price Determination Date;

10.1.10 without prejudice to **Clause 10.1.8**, procuring that no connected person (as defined in the Listing Rules) of the Company will itself (or through a company controlled by it and that the relevant connected person procures that none of their respective close associates will itself (or through a company controlled by it)), apply to subscribe for Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or with 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 of the above persons, controlled company or nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

10.1.11 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed "Future Plans and Use of Proceeds" 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;

10.1.12 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise);

10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the H Shares;

10.1.14 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreement, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, supervisors, partners, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares pursuant to any Cornerstone Investment Agreements or otherwise engage in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the Guide for New Listing Applicants published by the SEHK;

10.1.15 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors for their review;

10.1.16 cooperating with and fully assisting, and procuring members of the Group, Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors and the Underwriting Parties, to facilitate its performance of its duties, as the case may be, as a sponsor, a sponsor-overall coordinator, an overall coordinator, a global coordinator, a joint bookrunner, a joint lead manager, a capital market intermediary or a Hong Kong underwriter and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the CSRC Rules, the Code and the Listing Rules;

10.1.17 giving every assistance, and procuring the members of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, 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 give every assistance to each of the Joint Sponsors and the Underwriting Parties, to meet its obligations and responsibilities to provide materials, information and documents to the SEHK, the SFC, the CSRC and other regulators under the Code (including without limitation all materials and information as specified under paragraphs 21.3 and 21.4 thereof) and the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix F1 thereof and the CSRC Rules;

10.1.18 notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters) immediately if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than "Not Applicable" or, unless requested, "Non-SFC authorised fund") as set out in the SEHK's placee list template or required to be disclosed by the SEHK's FINI (as defined in the Listing Rules) interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company's allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, chief executive, Controlling Shareholder(s), substantial shareholder(s) (as defined in the Listing Rules) or existing shareholder(s) of the Company or any member of the Group or a close associate of any of them; and

10.1.19 that no preferential treatment has been, nor will be, given to any placee and its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.

10.2 **Information:** provide to the Joint Sponsors and the Underwriting Parties all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Group or any of the Controlling Shareholders or otherwise as may be required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK or of the SFC or of the CSRC or of any other relevant Authority) in connection with the Global Offering;

10.3 **Receiving Bank, Nominee, H Share Registrar and White Form eIPO Service Provider**: procure that each of the Receiving Bank, the Nominee, the H Share Registrar and the White Form eIPO 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;

10.4 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.4.1 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;

10.4.2 enter into or allow any other member of the Group to enter into any commitment or arrangement which in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators has or will or may have a Material Adverse Effect;

10.4.3 take any steps which, in the reasonable opinion of the Joint Sponsors 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;

10.4.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the White Form eIPO Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;

10.4.5 if applicable, amend or agree to amend any constitutional document of the Company or any other member of the Group, including, without limitation, the articles of association, except for the Articles of Association which will become effective on the Listing Date; and

10.4.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators, issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material, press release or information in connection with the Global Offering, or make any amendment to any of the Offering Documents or the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors and/or the Underwriting Parties under this Agreement.

10.5 **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 SFC and the CSRC (as applicable), for at least 12 months after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.6 **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 and requirements of the SEHK, the SFC, the CSRC and any other relevant Authority, the Listing Rules and the Hong Kong Code on Takeovers and Mergers) including, without limitation:

10.6.1 complying with the Listing Rules, the CSRC Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;

10.6.2 delivering to the SEHK as soon as practicable before the commencement of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F published in Regulatory Forms (as defined in the Listing Rules);

10.6.3 procuring that the audited consolidated financial statements of the Company for the financial year ending December 31, 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;

10.6.4 providing to the Joint Sponsors 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 relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require;

10.6.5 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;

10.6.6 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus and submissions to the Stock Exchange and/or the SFC in connection with the Global Offering;

10.6.7 furnishing to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere;

10.6.8 not take, directly or indirectly, any action which is designed to stabilise or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-Allotment Option by the Company hereunder shall not constitute any breach of this Clause;

10.6.9 complying with the provisions of the Listing Rules and the provision of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;

10.6.10 complying with the Listing Rule requirements to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of

the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.6.11 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, keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its Directors;

10.6.12 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

10.6.13 complying with the CSRC Filing Rules, the Listing Rules, Part XIVA of the SFO or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public in all material respects;

10.6.14 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;

10.6.15 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 Authorities and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors, the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

10.6.16 keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the SEHK, the SFC or any other relevant Authority, and enabling the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;

10.6.17 providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information referred to in **paragraphs 10.1.16** and **10.1.17** to them;

10.6.18 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code and the

Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by the Overall Coordinators;

10.6.19 maintaining the appointment of a compliance adviser as required by the Listing Rules;

10.6.20 conducting the Group's business and affairs in compliance with all applicable Laws; and

10.6.21 paying all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement and will indemnify and hold harmless the Joint Sponsors and the Underwriting Parties against any such Tax, duty, levy, fee, charge and expense (including any interest or penalty);

10.7 **Internal controls**: ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report;

10.8 **Significant changes**: promptly provide full particulars thereof to the Joint Sponsors and the Overall Coordinators if, at any time up to or on the date falling 12 months after the Listing Date, (a) there is a significant change which affects or is capable of rendering any information contained in any of the Offering Documents or the CSRC Filings untrue, inaccurate or misleading 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 CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, or (b) the Company enters into or intends to enter into any material agreement or commitment, and, in connection therewith, further:

10.8.1 inform the SEHK, the SFC, and/or the CSRC of such change or matter if so required by the Joint Sponsors or the Overall Coordinators;

10.8.2 at its expense, promptly amend and/or prepare documentation containing details of such change or matter if so required by the SEHK, the SFC, and/or the CSRC or the Joint Sponsors or the Overall Coordinators and in a form approved by the Joint Sponsors and the Overall Coordinators, deliver such documentation through the Joint Sponsors to the SEHK, the SFC, and/or the CSRC for approval and publish such documentation in such manner as the SEHK, the SFC, and/or the CSRC or the Joint Sponsors or the Overall Coordinators may require;

10.8.3 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

10.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators,

and for the purposes of this **Clause 10.8**, **"significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and

10.9 **Offer of the Shares**: (i) not to, and not to permit any affiliate (as defined in Rule 501(b) of Regulation D under the Securities Act) of the Company to, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) under circumstances that would require the registration of the Offer Shares under the Securities Act; (ii) not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act; and (iii) not to, and not to permit its affiliates (as defined under Rule 501(b) of Regulation D under the Securities Act) or any person acting on its or their behalf (other than the International Underwriters) to, engage in any directed selling efforts (as that term is defined in Regulation S) with respect to Offer Shares.

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

The undertakings in this **Clause 10** shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10.11 **Confirmation and acknowledgement**: The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

10.11.1 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;

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

10.11.3 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;

10.11.4 advised the Company on the information that should be provided to syndicate CMIs to enable them to meet their obligations and responsibilities under the Code, including information about the Company to facilitate a reasonable assessment of the Company required under the Code;

10.11.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMIs participating in an IPO, which is currently around 75% fixed and 25% discretionary;

10.11.6 advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the SEHK, 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 Joint Sponsors, the Overall Coordinators and the Underwriters that they have met or will meet these responsibilities; and

10.11.7 where the Company decided not to adopt the Overall Coordinators' advice or recommendations in relation to pricing or allocation of H 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 H Shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

11 TERMINATION

11.1 **Termination events:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), in their sole and absolute discretion, shall have the right by giving a written notice to the Company to terminate this Agreement with immediate effect at any time prior to 8:00 a.m. on the Listing Date (the "**Termination Time**") if any of the following events shall occur prior to the Termination Time:

11.1.1 there shall develop, occur, exist or come into effect:

(a) any local, national, regional, or international event or series of events or circumstance in the nature of force majeure (including, without limitation, any acts of government, declaration of a national or international emergency or war, calamity, crisis, epidemic, pandemic, outbreak of infectious disease (including contagious coronavirus (COVID-19), SARS, swine or avian flu, MERS, H5N1, H1N1, H7N9 or such related/mutated forms), economic sanctions, strikes, lock-outs, fire, explosion, flooding, earthquake, volcanic eruption, civil commotion, riots, 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) in or affecting Hong Kong and the PRC or any other jurisdiction relevant to any member of our Group or the Global Offering (collectively, the "**Relevant Jurisdictions**" and each, a "**Relevant Jurisdiction**"); or

(b) any change or any development involving a prospective change or development in (whether or not permanent), or any event or circumstance or series of events resulting or likely to result in any change or development, or a prospective change or development, in any local, national, regional or international financial, political, military, industrial, fiscal, economic, legal, regulatory, currency, credit, market conditions or sentiments, Taxation, equity securities or exchange control or any monetary or trading settlement system or foreign investment regulations or other financial markets (including, but not limited to, a change in the conditions and sentiments in stock and bond markets, money and foreign exchange markets, the interbank markets and credit markets or a change in the system under which the

value of the Hong Kong dollar is linked to the U.S. dollar or Renminbi is linked to any foreign currency or currencies) in or affecting any of the Relevant Jurisdictions; or

(c) any moratorium, suspension, limitation or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on (i) trading in securities generally on the Stock Exchange, the NEEQ, the Shanghai Stock Exchange, the Shenzhen Stock Exchange,; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or

(d) any general moratorium on commercial banking activities in or affecting Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), the PRC, New York (imposed at the U.S. Federal or New York State level or by other competent Authority), London or any other Relevant Jurisdictions (declared by the relevant authorities), or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of the Relevant Jurisdictions; or 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 authorities of, existing laws, in each case, in or affecting any Relevant Jurisdiction; or

(e) any imposition of sanctions in whatever form, or the withdrawal of trading privileges, in respect of any jurisdiction relevant to the business operations of the Group, in whatever form, directly and indirectly, by, or for, any Relevant Jurisdiction; or

(f) any change or development involving a prospective change in or affecting taxation or exchange control, currency exchange rates or foreign investment regulations (including, without limitation, a material devaluation of Hong Kong dollar or the Renminbi against any foreign currencies and a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States), or the implementation of any exchange control, in any of the Relevant Jurisdictions; or

(g) any litigation, dispute, proceeding or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group, any Controlling Shareholder, any Director or any member of the senior management of the Company; or

(h) an authority in any Relevant Jurisdiction commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of our Group, our Controlling Shareholders, any Director or any member of the senior management of the Company as named in the Hong Kong Prospectus; or

(i) any Director or member of senior management of the Company being charged with or found guilty of an indictable offense or prohibited by operation of Law or otherwise disqualified from taking part in the management of a company or taking directorship of a company; or

(j) the chief executive officer or any Director of the Company vacating his or her office; or

(k) any contravention by any member of the Group, the Controlling Shareholders, or any Director or member of senior management of the Company any applicable Law (including, without limitation, the Listing Rules, the Companies Ordinance or the Companies (WUMP) Ordinance and the PRC Company Law); or

(l) a prohibition by any competent authority on the Company for whatever reason from offering, allotting, issuing, selling the Offer Shares pursuant to the terms of the Global Offering; or

(m) any change or development involving a prospective change which has the effect of materialization of, any of the risks set out in the section headed "Risk Factors" in the Hong Kong Prospectus; or

(n) any non-compliance of the Hong Kong Public Offering Documents, the CSRC Filings or any other documents used in connection with the contemplated offer, subscription and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the Companies Ordinance, the Companies (WUMP) Ordinance, the CSRC Rules or any other applicable Law; or

(o) any breach or any event or circumstance rendering untrue or incorrect in any material respect, any of the warranties given by the Warrantors in this Agreement; or

(p) the issue or requirement to issue by the Company of any supplement or amendment to the Hong Kong Prospectus, (or to any other documents in connection with the contemplated offer, subscription and sale of the Offer Shares) pursuant to the Companies (WUMP) Ordinance or the Listing Rules or any requirement or request of the SEHK, the SFC and/or the CSRC, unless such supplemental or amendment has been issued with the prior written consent of the Joint Sponsors and the Overall Coordinators; or

(q) an order or a petition is presented for the winding up or liquidation of any member of the Group or any member of the Group makes any composition, compromise or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group,

which, individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters),

(1) has or will have or is likely to have a Material Adverse Change; or

(2) has or will have or is likely to 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 is likely to make it inadvisable or inexpedient or impracticable for the Global Offering to proceed or to be performed or implemented as envisaged or to market the Global Offering, or to deliver the Offer Shares on the terms and in the manner contemplated by the Offer Related Documents (as defined below); or

(4) has or will have or is likely to have the effect of (i) making any part of this Agreement (including underwriting) incapable or impracticable of performance in accordance with its terms or (ii) preventing or delaying the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators as at or after the date of this Agreement:

(a) that any statement contained in any of the Offering Documents, the CSRC Filings 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 Global Offering (including any supplement or amendment thereto) (collectively, the "**Offer Related Documents**") was, when it was issued, or has become, untrue, incorrect, inaccurate, incomplete or misleading or deceptive in any respect, or that any forecast, estimate, expression of opinion, intention or expectation expressed or contained in any of the Offer Related Documents (including any supplement or amendment thereto) is not fair and honest, not made on reasonable grounds or, where appropriate, not based on reasonable assumptions with reference to the facts and circumstances then subsisting; 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 or misstatement from any of the Offer Related Documents; or

(c) a prohibition by a relevant authority on the Company for whatever reason from allotting or issuing the H Shares pursuant to the terms of the Global Offering; or

(d) that there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the representations or warranties given by the Company or any of the Controlling Shareholders in this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto), as applicable

(e) that any breach of the obligations or undertakings imposed upon the Company or any of the Controlling Shareholders under this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto) , as applicable; or

(f) that any event, act or omission which gives rise to or is likely to give rise to any liability of the Company or any of the Controlling Shareholders under this Agreement or the International Underwriting Agreement (including any supplement or amendment thereto), as applicable; or

(g) that there is any Material Adverse Change; or

(h) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares in issue and to be issued pursuant to the Global Offering (including any additional H Shares that may be issued pursuant to the exercise of the options granted under the 2024 Share Incentive Scheme) 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, canceled, qualified (other than by customary conditions), revoked or withheld; or

(i) that the approval by CSRC for the issue and listing of the H Shares of the Company on the SEHK is rejected, withdrawn, qualified or withheld; or

(j) that the Company withdraws any of the Hong Kong Public Offering Documents and/or any other documents used in connection with the Global Offering; or

(k) that any of the experts specified in the Hong Kong Prospectus (other than the Joint Sponsors) has withdrawn its respective consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or

(l) that there is a prohibition on the Company, any of the Underwriting Parties and/or any of the foregoing's respective affiliates for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or

(m) that any Director or member of the 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 or taking directorship of a company or there is the commencement by any governmental, political or regulatory body of any investigation or other action against any Director or member of senior management of the Company in his or her capacity as such or 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

(n) that there is an 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

(o) that the orders or investment commitments by any placee or cornerstone investor after signing of agreement with such cornerstone investor, have been withdrawn, terminated or canceled; or

(p) a material portion of the orders in the book-building process have been withdrawn, terminated or canceled,

For the purpose of this **Clause 11.1** only, the exercise of right of the Joint Sponsors and/or the Overall Coordinators under this Clause 11.1 shall be final, conclusive and binding on the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of **Clause 11.1** or **Clause 2.4**:

11.2.1 subject to **Clauses 11.2.2** and **11.2.3** below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that **Clauses 6.4**, **6.5** and **12 to 17** and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;

11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to **Clause 4.9** and/or by the Overall Coordinators pursuant to **Clause 4.10** and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the Hong Kong Registrar and the Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar Agreement and the Receiving Bank Agreement); and

11.2.3 the Company shall forthwith pay to the Joint Sponsors and the Underwriting Parties as soon as possible the costs, expenses, fees, charges and Taxation set out in **Clauses 6.4** and **6.5** and the Joint Sponsors and the Underwriting Parties may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such (or any part of such) payments.

12 INDEMNITY

12.1 **Indemnity**: Each of the Warrantors (collectively, the "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") jointly and severally undertakes to the Joint Sponsors, the Underwriting Parties and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such

Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims (and any action, writ, or proceeding (including any investigation or inquiry by or before any Authority) and Taxation (collectively, "**Losses**" and individually, a "**Loss**") which, jointly or severally, any such Indemnified Party may suffer or incur, and against all litigation, actions, writs, suits, proceedings (including, without limitation, any investigation or inquiry by or before any Authority), demands, judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, "**Proceedings**" and individually, a "**Proceeding**"), which may be made, brought or threatened or alleged to be made or brought against any such Indemnified Party jointly or severally or otherwise involving any Indemnified Party, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the CSRC Filings and any notices, announcements, advertisements, press releases, roadshow materials, communications or other documents relating to or connected with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Underwriting Parties or any of them) (collectively, the "**Related Public Information**"); or

12.1.2 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 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 Laws or otherwise, or being or alleged to be defamatory of any person or any jurisdiction; or

12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Joint Sponsors, the Underwriting Parties or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be untrue, incomplete, inaccurate in any respect or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading; or

12.1.5 the execution, delivery and performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

12.1.6 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, or any Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or

12.1.7 a valid demand by any creditor of the Company for repayment or payment of any indebtedness of the Company or in respect of which any member of the Company is liable prior to its stated maturity with or without breach on the part of the Company; or

12.1.8 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association or the International Underwriting Agreement or omission of any Warrantor or any of its respective directors, supervisors, or partners, officers or employees resulting in a breach of any of the provisions of the Articles of Association, this Agreement, the Price Determination Agreement or the International Underwriting Agreement; or

12.1.9 any of the Warranties being untrue, inaccurate in any respect or misleading or having been breached in any respect or being alleged to be untrue, incomplete, inaccurate in any respect or misleading or alleged to have been breached in any respect; or

12.1.10 the execution, delivery and performance by the Joint Sponsors, the Underwriting Parties or any of them of their or its obligations and roles under this Agreement or the Offering Documents or the CSRC Filings or otherwise in connection with the Global Offering (including but not limited to their respective roles and responsibilities under the Code); or

12.1.11 any actual or alleged act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or

12.1.12 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code, the CSRC Rules, or any Law of any Relevant Jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

12.1.13 any new interpretation of Laws or regulations or any new Law or regulation or any change or development involving a change in the interpretation of Laws or regulations that affects, or is likely to affect the existing operations of the Group or the Global Offering; or

12.1.14 any failure or alleged failure by the Warrantors or any of the Directors to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering); or

12.1.15 any breach or alleged breach by any member of the Group or any Directors of any applicable Laws; or

12.1.16 any Proceeding by or before any Authority having commenced or being instigated or threatened against any of the Warrantors, or any member of the Group, or any of its Directors, or any settlement of any such Proceeding, or

12.1.17 any breach by the Warrantors of the terms and conditions of the Global Offering; or

12.1.18 the operation of the White Form eIPO Service and the performance of all services in connection therewith; or

12.1.19 any other matters arising out of or in connection with the Global Offering,

provided that the indemnity provided in this **Clause 12.1.10** shall not apply in respect of an Indemnified Party if any such action, claim or proceeding, or any such Losses suffered or incurred is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have resulted primarily from the fraud, wilful misconduct or gross negligence on the part of such Indemnified Party and the non-application of the indemnity provided for in this **Clause 12** in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

12.2 **Indemnity by the Controlling Shareholders:** Each of the Controlling Shareholders (collectively also, the "**Indemnifying Parties**" and individually, an "**Indemnifying Party**") hereby jointly and severally undertakes to the Joint Sponsors, the Underwriting Parties and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to indemnify, hold harmless, defend and keep fully indemnified (on an after Taxation basis), on demand, each such Indemnified Party against all Losses which, jointly or severally, any such Indemnified Party may suffer or incur, and against all Proceedings, which may be brought or threatened to be brought against any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs and disbursements), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to, any such Loss or any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.2.1 the execution, delivery and performance of this Agreement by any of the Controlling Shareholders; or

12.2.2 any breach or alleged breach on the part of any of the Controlling Shareholders of any of the provisions of this Agreement or the International Underwriting Agreement; or

12.2.3 any of the Warranties given by any of the Controlling Shareholders in **Part B** of **SCHEDULE 2** 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.

12.3 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this **Clause 12**), any Indemnifying Party or any of their respective shareholders or creditors for or in connection with the Global Offering for any Loss which such Indemnifying Party may suffer or incur by reason of

or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Offering Documents and/or the CSRC Filings, the performance by the Joint Sponsors, the Underwriting Parties or any other Indemnified Party of their obligations hereunder or otherwise in connection with the Global Offering, the offer, allotment, issue, sale or delivery of the Offer Shares or the preparation or despatch of the Hong Kong Public Offering Documents or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

12.4 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under **Clause 12.1**, it shall promptly give notice thereof to the Joint Sponsors and the Overall Coordinators (on behalf of other Indemnified Parties) in writing with reasonable details thereof.

12.5 **Conduct of claims**: If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this **Clause 12** may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this **Clause 12** or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the written consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Joint Sponsors and the Overall Coordinators (on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred.

12.6 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of the Indemnified Parties, 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 to the entry of 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 any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the

Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

12.7 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

12.7.1 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;

12.7.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

12.7.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

12.8 **Costs:** For the avoidance of doubt, the indemnity under this **Clause 12** shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this **Clause 12**.

12.9 **Payment on demand:** All amounts subject to indemnity under this **Clause 12** shall be paid by an Indemnifying Party as and when they are incurred within 20 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

12.10 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this **Clause 12** shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or a withholding under this **Clause 12**, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

12.11 **Taxation:** If a payment under this **Clause 12** will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

12.12 **Full force:** The foregoing provisions of this **Clause 12** will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or issued by any Warrantor (or by any of their respective directors, supervisors, partners, officers, employees, consultants, advisers or agents) during the period of 12 months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 CSRC and the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Controlling Shareholders undertakes to procure that the Company will, discuss with the Joint Sponsors and the Overall Coordinators any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Hong Kong Prospectus, which may conflict in any material respect with any statement in the Hong Kong Prospectus.

13.3 **Full force:** Subject to **Clause 13.1**, for the avoidance of doubt, the restriction contained in this **Clause 13** shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as any of the Joint Sponsors or the Overall Coordinators remain as a sponsor or adviser to the Company, the termination of this Agreement.

14 CONFIDENTIALITY

14.1 **Information confidential:** Subject to **Clause 14.2**, each party shall, and shall procure that its affiliates and its and their directors, supervisors, partners, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, supervisors, partners, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:

14.2.1 required by applicable Laws;

14.2.2 required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the CSRC and

the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers and auditors of such party on a strictly need-to-know basis under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required by any Underwriting Parties, Joint Sponsors or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations; or

14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), with such approval not to be unreasonably withheld,

provided that, in the cases of **Clauses 14.2.2** and **14.2.6**, any such information disclosed shall be disclosed only after consultation with the other parties.

14.3 **Full force:** The restrictions contained in this **Clause 14** shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in **Clause 15.3** and if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting;

15.2.4 if sent by email, at the time of sending provided no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

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.

15.3 **Details of contact:** The relevant address and email address of each of the parties for the purpose of this Agreement, subject to **Clause 15.4**, are as follows:

If to the Company or any of the Controlling Shareholders, to:

Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC

Email : niudongfeng@szzhaowei.net
Attention : Niu Dongfeng

If to CMS, to:

48/F., One Exchange Square, Central, Hong Kong

Email : projecttp@cmschina.com.hk
Attention : Project TP team

If to DSAL and/or DBAG, to:

60/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong

Email : project.tp@list.db.com
Attention : Project TP team

If to any of the Hong Kong Underwriters, to the address and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in **SCHEDULE 1**.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address, email address or facsimile number for the purposes of **Clause 15.3**, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

16.1 **Governing law**: This Agreement and any non-contractual obligations arising out of, or in connection with, it shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration**:

16.2.1 Each party to this Agreement agrees, on behalf of its itself and, in the case of the Joint Sponsors and the Underwriting Parties, as agent for their respective affiliates, that any dispute, controversy, difference or claim arising out of or relating to this Agreement, including its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability and any dispute regarding non-contractual obligations arising out of or relating to this Agreement (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the HKIAC Administered Arbitration Rules (the "**Rules**") in force when the Notice of

Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this **Clause 16**. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration clause shall be Hong Kong law. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this **Clause 16.2** shall survive the termination of this Agreement, 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 16.**

16.2.2 Notwithstanding **Clause** Error! Reference source not found., and irrespective of whether any arbitration has been commenced pursuant to **Clause** Error! Reference source not found., each of the Joint Sponsors and the Underwriting Parties shall also have the sole and absolute right:

(a) to refer any Dispute to be finally resolved by any court of competent jurisdiction; and

(b) in circumstances in which they become or are 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) and for such purposes the Company and the Controlling Shareholders hereby irrevocably consent to be joined as parties to such proceedings.

Once any Dispute is referred to a court pursuant to **Clause 16.2.2(a) or Clause 16.2.2(b)**, the parties to this Agreement shall discontinue any arbitration in respect of the same Dispute as soon as possible. For the purposes of this **Clause 16.2.2**, the Company and the Controlling Shareholders hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to **Clause 16.2.2(a)** or **Clause 16.2.2(b)** and waive any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other jurisdictions of a judgment delivered by such court.

16.3 **Submission to jurisdiction**: Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under the provisions of **Clause 16.2** and of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of **Clause 16.2**.

16.4 **Waiver of objection to jurisdiction**: Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of **Clause 16.2** 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, and irrevocably waives any objection to the recognition or enforcement of any such judgment in the courts of any jurisdiction.

16.5 **Service of documents**: Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this **Clause 16** shall be sufficiently and effectively served on it if delivered in accordance with **Clause 15.**

16.6 **Process agent:** The Company has established a principal place of business in Hong Kong at Room 1910, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. Each of the Company and the Controlling Shareholders irrevocably appoints Tricor Services Limitt, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for any of the Company and the Controlling Shareholders, each of the Company and the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties to this Agreement a copy of the new agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors and/or the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company and the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to each of the Company and the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties to this Agreement a copy of the agent's acceptance of that appointment within 14 days, failing which the Joint Sponsors and/or the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

16.7 **Waiver of immunity:** To the extent that the Company or the Controlling Shareholders may now or hereafter be entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to claim for itself or any of its undertakings, properties, assets or revenues present or future, any immunity (sovereign or crown status or otherwise) from (without limitation) suit, jurisdiction of any court or tribunal, attachment prior to judgment, attachment in aid of execution of a judgment or award, execution of a judgment or award or from set-off, banker's lien, counterclaim or any other legal process or remedy with respect to its obligations under this Agreement and/or to the extent that in any such jurisdiction there may be attributed to the Company or the Controlling Shareholders any such immunity (whether or not claimed), the Company and the Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity. The Company and the Controlling Shareholders consent in respect of any arbitration or litigation proceedings to the giving of any relief by way of injunction or order for specific performance or for the recovery of any property whatsoever or other provisional or protective measures and to its property (irrespective of its use or intended use) being subject to any process for the enforcement of a judgment/award or any process effected in the course or as a result of any action in *rem*.

17 [INTENTIONALLY LEFT BLANK]

18 Contractual Recognition of EU Bail-in Powers.

18.1 Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

18.1.1 the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

(a) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(b) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

(c) the cancellation of the BRRD Liability;

(d) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(e) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

18.2 For the purpose of this **Clause 18**:

18.2.1 "**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

18.2.2 "**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

18.2.3 "**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

18.2.4 "**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

18.2.5 "**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

18.2.6 "**BRRD Party**" means the relevant parties to which the BRRD applies;

18.2.7 "**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499; and

18.2.8 "**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party.

18A MiFID Product Governance

18A.1 Solely for the purposes of the requirements of Article 9(8) of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**Product Governance Rules**") regarding the mutual responsibilities of manufacturers under the Product Governance Rules, DBAG (the "**Manufacturer**") acknowledges that it understands the responsibilities conferred upon it under the Product Governance Rules relating to each of the product approval process, the target market and the proposed distribution channels as applying to the Offer Shares and the related information set out in the Offering Documents and any announcements in connection with the Offer Shares. The other parties to this Agreement note the application of the Product Governance Rules to the Manufacturer and acknowledge the target market and distribution channels identified as applying to the Offer Shares by the Manufacturer and the related information set out in the Offering Documents and any announcements in connection with the Global Offering.

19 GENERAL PROVISIONS

19.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

19.2 **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.

19.3 **Assignment:** Each of the Joint Sponsors and the Underwriting Parties may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in **Clauses 8** and **12**, respectively, to any of the persons who have the benefit of the indemnities in **Clause 12** and any successor entity to such Joint Sponsor, the Underwriting Party or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.

19.4 **Release or compromise:** Each party hereto 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, the CSRC Filings or any of them (whether made pursuant to **Clause 8.5** or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Underwriting Parties or any of them, of such amendment or supplement to any of the Offering Documents or the CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent

to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, and the Underwriting Parties, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, and the Underwriting Parties, 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).

19.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

19.6 **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.

19.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors, the Sponsor-OCs or the Overall Coordinators, the Sponsor-OCs Engagement Letters, and (ii) with respect to the Company and the relevant CMI, the engagement letter entered into between the Company and the relevant CMI (collectively, the "**CMI Engagement Letters**"), constitutes the entire agreement between the Company, the Controlling Shareholders, the Joint Sponsors, the Sponsor-OCs, 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 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. For the avoidance of doubt, the Sponsor-OCs Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

19.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.

19.9 **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 authorises 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.

19.10 **Judgement Currency Indemnity**: In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgement currency**") other than Hong Kong dollars, each of the Warrantors will jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgement currency for the purpose of such judgement, 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 judgement currency actually

received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgement or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

19.11 **Taxation**: All payments to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement (including but not limited to all commission, incentive fee, sponsor fee and other costs under **Clause 6**) shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors and the Underwriting Parties, as applicable.

If any of the Joint Sponsors or the Underwriting Parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such Joint Sponsor or such Underwriting Party so that the full amount of such payments as agreed in this Agreement to be paid to such Joint Sponsor or such Underwriting Party is equal to the net amount received by such Joint Sponsor or the Underwriting Party. The Company and the Controlling Shareholders will further, if requested by such Joint Sponsor or the Underwriting Party, use reasonable efforts to give such assistance as such Joint Sponsor or the Underwriting Party may reasonably request to assist such Joint Sponsor or the Underwriting Party in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Joint Sponsor or the Underwriting Party reasonably requests, promptly making available to such Joint Sponsor or the Underwriting Party notices received from any Authority and, subject to the receipt of funds from such Joint Sponsor or the Underwriting Party, by making payment of such funds on behalf of such Joint Sponsor or the Underwriting Party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

19.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in their 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 authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

19.13 **Officer's Certificates:** Any certificate signed by any officer of the Company and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Overall Coordinator, Joint Sponsor or Underwriter. Any certificate signed by any of the Controlling Shareholders or any officer of the Controlling Shareholders and delivered to the Overall Coordinators or the Joint Sponsors or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to each Overall Coordinator, Joint Sponsor or Underwriter.

19.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:

19.14.1 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;

19.14.2 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

19.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company 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.

19.15 **Professional Investor Treatment Notice**: Each of the Company and the Controlling Shareholders has read and understood the Professional Investor Treatment Notice set forth in **Error! Reference source not found.** and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean each of the Company and the Controlling Shareholders, and "we" or "us" or "our" shall mean the Joint Sponsors and the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters).

19.16 **Survival:** The provisions in this **Clause 18** 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.

19.17 **Further Assurance**: The Warrantors shall from time to time, upon being required to do so by the Joint Sponsors, or the Underwriting Parties 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 Joint Sponsors or the Underwriting Parties may reasonably require to give full effect to this Agreement and securing to the Joint Sponsors and the Underwriting Parties or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

19.18 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this **Clause 19.18** a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

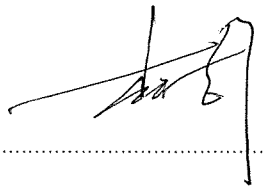
19.18.1 Indemnified Parties may enforce and rely on **Clause 12** to the same extent as if they were a party to this Agreement. The assignee pursuant to **Clause 19.3** may enforce and rely on this Agreement as if it were a party to this Agreement.

19.18.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in **Clause 19.18.1**.

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

SIGNED by)
Li Haizhou (李海周))
duly authorized for and on behalf of)
Shenzhen Zhaowei Machinery)
& Electronics Co., Ltd.)
深圳市兆威机电股份有限公司)

Li Haizhou (李海周))
)
)



Xie Yanling (谢燕玲)

SIGNED by)
Xie Yanling (谢燕玲))
duly authorized for and on behalf of)
Shenzhen Qianhai Zhaowei Investment)
Co., Ltd. 深圳前海兆威投资有限公司)

SIGNED by)
Xie Yanling (谢燕玲))
duly authorized for and on behalf of)
Gongqingcheng Qingmo Venture Capital)
Partnership Enterprise (Limited Partnership))
共青城清墨创业投资合伙企业(有限合伙))

SIGNED by **Steven Luo**)
for and on behalf of)
CHINA MERCHANTS SECURITIES (HK) CO.,)
LIMITED)

SIGNED by Rui Wang and Albert Chang)
for and on behalf of)
DEUTSCHE SECURITIES ASIA LIMITED)
)
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)
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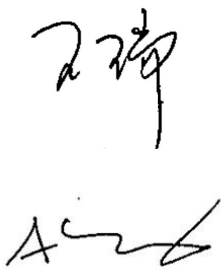

SIGNED by Rui Wang and Melody Ngan)
for and on behalf of)
DEUTSCHE BANK AG, HONG KONG BRANCH)
)
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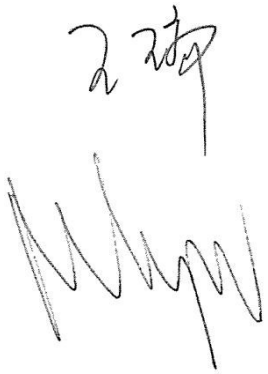
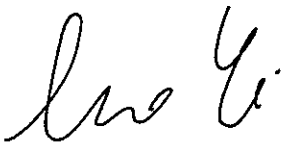


SIGNED by **Steven Luo**)
for and on behalf of)
CHINA MERCHANTS SECURITIES (HK) CO.,)
LIMITED)
(as attorney for and on behalf of each of the other)
Overall Coordinator and Hong Kong Underwriters) (as)
defined herein))



SIGNED by Rui Wang and Melody Ngan)
for and on behalf of)
DEUTSCHE BANK AG, HONG KONG BRANCH)
(as attorney for and on behalf of each of the other)
Overall Coordinator and Hong Kong Underwriters) (as)
defined herein))
)
)

SCHEDULE 1
THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Maximum number of Hong Kong Offer Shares to be underwritten	Percentage to be underwritten
CMS Address: 48/F., One Exchange Square, Central, Hong Kong Email: projecttp@cmschina.com.hk Attention: Project TP team	See below	See below
DBAG Address: 60/F, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong Email: project.tp@list.db.com Attention: Project TP team	See below	See below
CLSA Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong Email: Project_TP2025@clsa.com Attention: Project TP team	See below	See below
ABCI Capital Limited Address: 11/F, Agricultural Bank of China Tower, 50 Connaught Road, Central, Hong Kong Email: abcic.ecm@abci.com.hk Attention: ABCI ECM	See below	See below
ABCI Securities Company Limited Address: 10/F, Agricultural Bank of China Tower, 50 Connaught Road, Central, Hong Kong Email: abcic.ecm@abci.com.hk Attention: ABCI ECM	See below	See below
BOCOM International Securities Limited Address: 9/F Man Yee Building, 68 Des Voeux Road Central, Central, Hong Kong Email: ecm_grp@bocomgroup.com Attention: Equity Capital Markets	See below	See below
Futu Securities International (Hong Kong) Limited Address: 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong Email: project.tp@futuhk.com Attention: Tse Chi Kin, Daniel	See below	See below
Yellow River Securities Limited	See below	See below

Address: Room 2701B, 27/F, Tower 1 Admiralty Center, 18 Harcourt Road, Admiralty, Hong Kong Email: ecm@yrsl.com.hk Attention: Yiu Shing Wai		
Open Securities Limited Address: Room 3208-09, 32/F, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong Email: ECM_Projects@opensecltd.com Attention: Vicky Cheuk	See below	See below
I Win Securities Limited Address: Room 3001-3002, 30/F, China Insurance Group Building, 141 Des Voeux Rd Central, Central, Hong Kong Email: ecm@iwinsec.com Attention: Ricky Chan	See below	See below
Total	**2,674,900**	**100%**

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

A = B/C x 2,674,900

where:

"**A**" is the number of the Hong Kong Offer Shares underwritten by the relevant Hong Kong Underwriter, provided that: (i) any fraction of an Offer Share shall be rounded to the nearest whole number of Offer Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 2,674,900 and (iii) the number underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

"**B**" is the number of Firm Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

"**C**" is the aggregate number of Firm Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2
THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors jointly and severally represents, warrants, agrees and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them as follows:

Accuracy of Information

1. All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Company or any other member of the Group and/or any of their respective directors, officers, or employees to the SEHK, the SFC, the CSRC, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters, the International Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company, the Hong Kong Underwriters or the International Underwriters in connection with the Global Offering and/or the listing of the H Shares on the SEHK (including, without limitation, for the purpose of replying to queries and comments raised by the SEHK, the SFC and the CSRC, the answers and documents provided for or in the course of due diligence or contained in or referred to in the Verification Notes, or the discharge by the Joint Sponsors of their obligations as sponsors under the Code of Conduct, the Listing Rules and the CSRC Rules, information and documents provided or the discharge by the Sponsor-OCs and the Capital Market Intermediaries of their respective obligations as a Sponsor-OC and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and the CSRC Rules) was so disclosed or made available in full and in good faith and was and remains complete, true and accurate and not misleading or deceptive.

2. 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. The CSRC Filing Report, including any letters, filings, correspondences, communications, documents, responses, and submissions in any form (including any amendments, supplements and/or modifications thereof) is complete, true and accurate in all material respects and not misleading, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they are made, misleading.

3. The CSRC Filings made or to be made by or on behalf of the Company had been and will be in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.

4. All forecasts and estimates so disclosed or made available have been made after careful consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and the CSRC

Filings or other related documents (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known at the time to the Company and the Directors. Such forecasts and estimates do not omit or neglect to include or take into account any facts or matters which are or may be material to such forecasts or estimates misleading or to the Global Offering.

5. (A) None of the Hong Kong Public Offering Documents, the PHIP and the Preliminary Offering Circular contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents and the Preliminary Offering Circular (as used herein, "**Supplemental Offering Material**" means any "written communication" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares including without limitation, any roadshow presentation relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents or amendments or supplements thereto), provided, however, that the Company makes no representation or warranty as to the information furnished to the Company in writing by the Overall Coordinators expressly and specifically for inclusion in the Hong Kong Prospectus and the Preliminary Offering Circular. For the purposes of this Agreement, the only information furnished in writing to the Company by or on behalf of the Hong Kong Underwriters expressly and specifically for inclusion in the Hong Kong Public Offering Documents and the Preliminary Offering Circular is the respective names, logos, and addresses of the Hong Kong Underwriters.

6. [Intentionally left blank]

7. [Intentionally left blank]

8. The Warrantors (including, without limitation, his/her/its respective agents and representatives, other than the Hong Kong Underwriters and the International Underwriters in their capacity as such) (A) have not made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (B) will not prepare, make, use, authorise, approve or refer to any Supplemental Offering Material, in each case, without the prior written consent of the Joint Sponsors, the Sponsor-OCs and Overall Coordinators.

9. All statements or expressions of opinion, expectation or intention (including, without limitation, the statements regarding the sufficiency of working capital, planned or estimated capital expenditure, future plans, use of proceeds, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings at and as of the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made in good faith on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held in good faith by the Company and its Directors and there are no other material facts known or which could have been known

to the Warrantors or their respective directors the omission of which would make any such statement or expression misleading or deceptive.

10. Without prejudice to any of the other representations and warranties of the Company herein, the statements in relation to the Group's data contained in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Business," including but not limited to those, (i) relating to the Group's production bases as set forth under the heading "Business—Our Manufacturing—Production Bases," (ii) relating to our employees as set forth under the heading "Business—Our Employees" and (iii) relating to environmental metrics, social data, employee training data, anti-corruption data, product responsibility data and community investment data as set forth under the heading "Business – Environmental, Social and Corporate Governance", are complete, true and accurate in all material aspects and not misleading.

11. No material information was withheld from the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal advisers for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK, the SFC or the CSRC).

12. (A) The Hong Kong Public Offering Documents contain or include all information and particulars required to comply with all statutory and other provisions, including without limitation, the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (unless any such requirement has been waived or exempted by the relevant Authority) and (B) the Hong Kong Public Offering Documents contain or include all such material information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business, condition (financial or other), assets and liabilities, financial position, profits and losses, and prospects of the Group, taken as a whole, and the rights attaching to the Shares.

13. The statements under the sections headed "Risk Factors", "Industry Overview", "History, Development and Corporate Structure", "Share Capital", "Underwriting", "Structure of the Global Offering", "Regulatory Overview", "Appendix III – Summary of Articles of Association", "Appendix IV – Statutory and General Information" in each of the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, are a fair and accurate summary of the relevant Laws, regulations, documents and legal matters in all material respects and not misleading.

14. The statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the sections headed "Risk Factors", "Business" and "Financial Information" are complete, true and accurate in all material aspects and not misleading or deceptive and represent the best and honest belief of the Directors arrived at after due, proper and careful consideration, and there are no other material risks of the Group which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

15. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice, the OC Announcement and all filings and submissions provided by or on behalf of the Company to the SEHK, the SFC or the CSRC) have complied and will comply with all applicable Laws.

16. Except where permitted or required by the SEHK, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong the PRC or any other jurisdiction at any time prior to the Global Offering and has compiled, to the extent applicable, with Chapter 4.14 of the Guide for New Listing Applicants published by the SEHK (the "**Guide**") in respect of Rule 9.08 of the Listing Rules.

17. Without prejudice to any of the other representations and warranties of the Company herein, the Company has, as required under Rule 3A.05 of the Listing Rules and as necessary or relevant to the performance of the duties of the Joint Sponsors as the sponsors of the Company in relation to the application for listing of the H Shares on the Main Board of the SEHK under Chapter 3A of the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC; (i) given to the Joint Sponsors, upon request, all information available or known to the Company or the Directors that is relevant to the Joint Sponsors' performance of such duties under Chapter 3A of the Listing Rules; (ii) afforded the Joint Sponsors' full access at all times in a reasonable manner to all persons, premises and documents relevant to the performance of such duties; and (iii) kept the Joint Sponsors informed of any and all material changes to any information so given to the Joint Sponsors.

18. Each of the Application Proof and the PHIP is in compliance with Chapter 3 and 6 of the Guide on redactions therein and appropriate warning and disclaimer statements for publication thereof published by the SEHK.

19. Neither the Application Proof or the PHIP constitutes a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, or an invitation to the public to make offers to subscribe for or purchase any securities, or is calculated to invite offers by the public to subscribe for or purchase any securities. Neither the Application Proof or the PHIP is an inducement to subscribe for or to purchase any securities, and no such inducement was intended or made by the Company in publishing the Application Proof of the PHIP.

20. All the interests and 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 to the extent applicable, 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, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully and accurately disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

21. None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Joint Sponsors, and such authority and confirmations remain in full force and effect.

The Company and the Group

22. As at the date of this Agreement, the Company has the authorised and issued share capital as set forth in the Hong Kong Prospectus and the Preliminary Offering Circular; all of the issued Shares of the Company (A) have been duly authorised and validly issued and are fully paid and non-assessable, (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (C) have been issued in compliance with all applicable Laws, (D) were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right, and (E) are not subject to any Encumbrance.

23. The Company and each other member of the Group (A) has been duly established and is capable of suing and being sued, and is validly existing as a company with limited liability under the Laws of its place of incorporation, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and, where applicable, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue and deliver the Offer Shares as contemplated herein, (B) is duly qualified to transact business and is in good standing (where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise), and (C) the articles of association and other constituent or constitutive documents and the business licenses, as applicable, of the Company and each other member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation and are in full force and effect.

24. Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns, ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

25. (A) The section headed "Appendix I – Accountants' Report – II. Notes to the Historical Financial Information – 1. Corporate Information" of the Hong Kong Prospectus and the Preliminary Offering Circular sets forth a list of the principal subsidiaries of the Company and the Company's interest therein; (B) the Company owns all the issued or registered capital or other equity interests of or in each other member of the Group; the registered capital (in the form of shares or otherwise) of each subsidiary of the Company has been duly and validly issued and all contributions to such registered capital having been duly paid within the time periods prescribed under applicable Laws and their respective articles of association, and all payments of such contributions having been approved by the applicable governmental authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of

such registered capital has been issued in compliance with all applicable Laws; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights and, to the extent legally and/or beneficially owned by the Company, is owned by the Company subject to no Encumbrance or adverse claims; (C) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and other than the share capital or equity interests of or in the other members of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; and (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares or other equity interests of or in the Company or any other member of the Group are outstanding.

26. The Company has been duly registered as a non-Hong Kong company under Part XI of the former Companies Ordinance (Chapter 32 of the Laws of Hong Kong) (now known as non-Hong Kong company under Part 16 of the Companies Ordinance) and the articles of association of the Company are consistent with the laws of the PRC and where applicable, the Listing Rules and Laws in Hong Kong.

27. Neither the Company nor any other member of the Group has conducted, is conducting or currently proposes to conduct any business, or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group, taken as a whole, but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in the Hong Kong Prospectus and the Preliminary Offering Circular.

28. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there is no contract or agreement between the Company or any other member of the Group, on the one hand, and any third party, on the other hand, in relation of the merger, acquisition, business consolidation, joint venture, strategic cooperation, with or of any other entity or business that is material to the Group, taken as a whole.

Offer Shares

29. As at the Listing Date, the Company will have the issued share capital as set forth in the section of each of Hong Kong Prospectus and the Preliminary Offering Circular headed "Share Capital", the Company will have the issued capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "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 Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws.

30. The Offer Shares have been duly and validly authorised and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, authorised and issued, fully paid and non-assessable, free of any Encumbrance, and will have attached to them the rights and benefits specified in the Company's articles of association as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular and, in particular, will rank *pari passu* in all respects with the existing

issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; the Offer Shares will be freely transferable by the Company to the purchasers thereto or to or for the account of the Underwriters and the subsequent purchasers and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the laws of the relevant jurisdiction or the articles of association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party.

31. All necessary authorisations have been obtained from the holders of existing issued Shares in the capital of the Company to enable the Offer Shares to be issued to the applicants under the Global Offering in the manner described in the Hong Kong Prospectus and the Preliminary Offering Circular, and the Company has power under its articles of association to issue the Offer Shares pursuant to the Global Offering and in the manner described in the Hong Kong Prospectus and the Preliminary Offering Circular.

32. No holder of any of the Shares after the completion of the Global Offering is or will be subject to any liability of the Company by virtue only of its holding of any such Shares. There are no limitations on the rights of holders of the Shares to hold, vote or transfer their securities (other than any lock-up arrangements disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular).

This Agreement and Operative Documents

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

No Conflict, Compliance and Approvals

34. Neither the Company nor any other 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 or its business license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its distributors, customers and suppliers) 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, except in each case of

(B) or (C) above, where such breach, violation or default, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect.

35. Approval in principle has been obtained from the listing committee of the SEHK for the listing of, and permission to deal in, the H Shares to be issued as described in the Hong Kong Prospectus and the Preliminary Offering Circular on the Main Board of the SEHK, and, to the best knowledge of the Warrantors, there is no reason to believe that such approval may be revoked, suspended or modified.

36. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the listing of the H Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Company or any other members 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 other 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 (including any agreement with its customers, distributors and suppliers) or instrument to which the Company or any other members of the Group is a party or by which the Company or any 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 other members of the Group or any of their respective properties or assets, except in each case of (B) or (C) above, where such breach, violation or default, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect.

37. Except for the requisite registration with the Registrar of the Companies in Hong Kong and the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, all Approvals and Filings (including, without limitation, the CSRC's approval letter dated November 19, 2025, for the submission of the application to list H Shares on the SEHK issued to the Company, and referred to as the "**PRC Approval**") under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any other members of the Group 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 execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Company of its obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by this Agreement and the International Underwriting Agreement pursuant to the

provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and, to the best knowledge of the Warrantors, there is no reason to believe that any such Approvals and Filings (including the PRC Approval) may be revoked, suspended or modified.

38. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or other securities of the Company, (B) any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase Shares or other securities of the Company, and (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares (other than the Underwriters), or (D) the right, contractual or otherwise, to cause the Company to include any Shares or other securities of the Company in the Global Offering; the Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreements, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and elsewhere.

39. 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 and hold all licenses, certificates, permits and other authorisations issued by and has made all registrations, declarations and filings with, in compliance with all Approvals and Filings under any applicable Laws and Authorities having jurisdiction over any member of the Group or any of their respective properties or assets required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations (collectively, the "**Governmental Licenses**") as described in the Hong Kong Prospectus and the Preliminary Offering Circular; (B) all such Governmental Licenses do not contain any burdensome restrictions or conditions not described in the Hong Kong Prospectus or the Preliminary Offering Circular; (C) all such Governmental Licenses 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, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Licenses, and, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Governmental Licenses, or any requirements for additional Governmental Licenses which could prevent, restrict or hinder the operations of any member of the Group or cause the Company or other members of the Group to incur additional expenditures, except in each case of (A) through (C) above, where any failure, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect; and (D) no Authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that individually or in aggregate, would, or could be reasonably expected to, result in a Material Adverse Effect; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted.

40. (A) The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds" are true and accurate in all material respects and not misleading or deceptive; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any other members of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, will be obtained when required, or have been obtained or made; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus and the Preliminary Offering Circular, will not contravene, conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) pursuant to (i) the articles of association or other constituent or constitutive documents or the business license of the Company or any other members of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its distributors, customers and suppliers) or instrument to which the Company or any other member of the Group is a party or by which the Company or any other 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 the Company or any other member of the Group or any of their respective properties or assets, except in each case of (ii) or (iii) above, where such breach, violation or default, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect.

Litigation and Other Proceedings

41. There are (A) no actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority or otherwise pending or, to the best knowledge of the Warrantors, threatened or contemplated to which the Company or any other members of the Group or any of their respective directors, officers, or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business and, there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (B) no Laws that have been enacted, adopted or issued or that have been proposed by any Authority, and (C) no judgment, decree or order of any relevant Authority, which, in any such case described in clause (A) or (B) or (C) above, would, reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular but are not so adequately disclosed.

42. None of the Company, 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 by any person nor have any actions, suits or proceedings under any Laws been started or, to the best knowledge of the Warrantors, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group; or (B) to withdraw, revoke or cancel any Approvals and Filings (including PRC Approval) 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; or (C) forestall the completion of the Global Offering.

Accounts and Other Financial Information

43. The Reporting Accountants, who have audited or reviewed the audited and unaudited consolidated financial statements and unaudited financial information of the Company and members of the Group included in the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.

44. (A) The Accountants' Report (and the notes thereto) included in the Appendix I of the Hong Kong Prospectus and the Preliminary Offering Circular gives a true and fair view of the consolidated financial position of the Company and members of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and members of the Group for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards ("**IFRS**") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in the Hong Kong Prospectus or the Preliminary Offering Circular are derived from the accounting records of the Company and members of the Group present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and members of the Group included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information or dates, if any) included in Hong Kong Prospectus or the Preliminary Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in the Hong Kong Prospectus and the Preliminary Offering Circular and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information or dates, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information or dates, if any); (D) there are no financial statements (historical or pro forma) that are required by the Listing Rules to be included in the Hong Kong Prospectus or the Preliminary Offering Circular that are not included

as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, any off-balance sheet obligations), not described in the Hong Kong Public Prospectus and the Preliminary Offering Circular.

45. [Intentionally left blank]

46. [Intentionally left blank]

47. The statements set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed "Financial Information – Material Accounting Policies, Judgements and Estimates" and "Appendix I – Accountants' Report – 2.3 Material Accounting Policies" and "Appendix I – Accountants' Report – 3. Significant Accounting Judgements and Estimates" are true and accurate descriptions of (A) all critical accounting policies which the Company believes are material in the portrayal of the Group's financial condition and results of operations and which require management's most difficult, subjective or complex judgments ("**Critical Accounting Policies**"); and (B) the judgments and uncertainties affecting the application of Critical Accounting Policies; the Board, senior management and the audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such disclosure.

48. Each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately, fully and fairly describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of the Group and could reasonably be expected to occur, (B) all off-balance sheet transactions, arrangement, obligations and liabilities, direct or contingent, if any, and (C) that the Group does not have any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by 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 or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources.

49. The statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading, and there are no material capital commitments of the Company subsequent to September 30, 2025 which have not been disclosed in the Hong Kong Prospectus or the Preliminary Offering Circular.

50. (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is true and accurate) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading or deceptive, and the opinions attributed to the directors of the Company in such reports or letters or certificates are held in good faith based upon facts; (B) the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants, and no material information was withheld from the Reporting Accountants, for the purposes of their preparation of their reports

contained in the Hong Kong Prospectus or the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith; (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters for the purposes of their review of the unaudited pro forma adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Hong Kong Prospectus or the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

51. The forecast information included in the board memorandum on profit forecast for the year ending December 31, 2025 and working capital forecast for the period from October 1, 2025 to December 31, 2026 adopted by the Board of Directors and reviewed by the Reporting Accountants in connection with their letters on the Group's profit forecast and sufficiency of working capital (collectively, the "**Prospective Financial Information**"), (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and the bases and assumptions stated in the Hong Kong Prospectus and the Preliminary Offering Circular (if any) and (B) has been properly compiled based on the assumptions described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the profit forecast of the Group for the year ending December 31, 2025, and the working capital of the Group for the period from October 1, 2025 to December 31, 2026, and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and the Prospective Financial Information presents reasonable estimates by the Company of the profit forecast of the Group for the year ending December 31, 2025 and the working capital of the Group for the period from October 1, 2025 to December 31, 2026.

Indebtedness and Obligations

52. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) no member of the Group has any outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities, (B) no material outstanding indebtedness of 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 by such member of the Group, (C) to the best knowledge of the Warrantors, no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the best knowledge of the Warrantors, no circumstance has arisen such that any person is now entitled to require payment of any indebtedness

of any member of the Group or under any guarantee of any liability of any member of the Group by reason of default of any member of the Group or any other person or under any such guarantee given by any member of the Group, (E) there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, and (F) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.

53. (A) The amounts borrowed by each of the Company and other members of the Group do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business license or in any debenture or other deed or document binding upon it; (B) neither the Company nor any other member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to each of the borrowing facilities of the Company or any other member of the Group that is material to the Company or the relevant subsidiary, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) to the best knowledge of the Warrantors, 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) to the best knowledge of the Warrantors, no event has occurred and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company or any other member of the Group from or by any Authority in consequence of which the Company or the relevant subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

54. Since the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the other members of the Group (A) has carried on and will carry on business in the ordinary course so as to maintain it as a going concern, and (B) has continued to pay its creditors in the ordinary course of business.

55. Neither the Company nor any other members of the Group has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk.

Subsequent Events

56. Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is not in the ordinary course of the business of the Group but is material to the Group; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group; (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of the Group's business; (E) purchased or reduced or

otherwise changed, or agreed to purchase or reduce or otherwise change, its capital stock or other equity interest of any class of the Company, or (F) declared, made or paid any dividend or distribution of any kind on its capital stock or other equity interest of any class; or (G) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.

57. Subsequent to the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake, health epidemics or infectious diseases, or other calamity, whether or not covered by insurance or any action, order or decree of any Authority, except where such loss or interference, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect. Since the date of the latest audited financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, there has been no Material Adverse Change.

58. There has been no material change in the total current assets or total current liabilities of the Group as at (A) the date of this Agreement, (B) the Hong Kong Prospectus Date, (C) the Price Determination Date or (D) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group included in each of the Hong Kong Prospectus and the Preliminary Offering Circular; and there has been no material decreases in revenue, gross profit, profit before tax or profit for the year or material increase in finance costs of the Group during the period from the date of the latest audited consolidated income statement of the Group included in each of the Hong Kong Prospectus and the Preliminary Offering Circular to (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year.

Real Property and Other Assets

59. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each of the Company and the other members of the Group has valid, good and marketable title, has been granted valid long-term land use rights and building ownership rights (as applicable), completed all relevant land use right transfer procedures to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, in each case free and clear of all Encumbrances, except such as would not, and would not reasonably be expected to, individually or in the aggregate, (i) materially adversely affect the value of such property or asset; (ii) materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or adversely limit, restrict or otherwise affect the ability of the relevant member of the Group to utilize, improve, develop or redevelop such property or asset or (iii) result in, individually or in the aggregate, a Material Adverse Effect; (B) each real property or building, as applicable, owned or held under lease by the Company or any member of the Group as described in the Hong Kong Prospectus and the Preliminary Offering Circular is in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and could not reasonably be expected to,

individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; 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 other member of the Group has occurred and is continuing or is reasonably likely to occur under any of such leases neither the Company nor any other member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of the Company or the relevant member of the Group under such lease, tenancy or license or (b) which may materially affect the rights of the Company or the relevant member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of the Company or the relevant member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (C) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by the Company or any other member of the Group, which is material to the Group as a whole; (D) neither the Company nor any other member of the Group owns, operates, manages, leases or has any other right or interest in any other real property, land or buildings of any kind which carrying amount is or is above 15% of the consolidated total assets of the Group as set out in the consolidated balance sheet of the Group in the Accountants' Report set out in Appendix I to the Hong Kong Prospectus; (E) the use of all properties owned or leased by the Company or the relevant members of the Group is in accordance with its permitted use under all applicable Laws ; (F) neither the Company nor any other member 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 to the Group as whole, except as reflected in the audited consolidated financial statements of the Company and members of the Group (or as otherwise disclosed) in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on their respective business in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except as disclosed therein; and (G) each of the Company and the other members of the Group does not have any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests.

60. The description of the assets and properties of each of the Company and the other members of the Group contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading or deceptive.

Intellectual Property and Information Technology

61. (A) The Company and the other members of the Group own free of Encumbrances, have obtained (or can obtain on reasonable terms), or have applied for (or will apply for) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems

or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them and, to the extent applicable, such rights and licenses held by the Company and the other members of the Group in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of, or material to, the businesses as currently conducted by the Company and the other members of the Group; (B) each agreement 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 default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the other members of the Group has occurred and is continuing under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (C) there is no pending or, to the best knowledge of the Warrantors, threatened action by others challenging any member of the Group's rights in, or to, or the validity, or enforcement or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action or claim; and (D) there is no pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates any trade or service mark, trade or service name, service name 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; (E) to the best knowledge of the Warrantors, there are no third parties who have or will be able to establish rights to any Intellectual Property; (F) to the best knowledge of the Warrantors, there is no infringement by third parties of any Intellectual Property; (G) there is no pending or, to the best knowledge of the Warrantors, 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; (H) to the best knowledge of the Warrantors, neither the Company nor any other members of the Group has infringed or is infringing the intellectual property of a 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; and (I) there is no prior act of the Company that may render any patent application within the Intellectual Property un-patentable that has not been disclosed to any Authority in the PRC, or Hong Kong (or any of the relevant jurisdictions in which the Group operates) having jurisdiction over intellectual property matters; and (J) to the best knowledge of the Warrantors, there is no opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property.

62. The statements as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Appendix IV – Statutory and General Information – B. Further Information About Our Business – 2. Our Material Intellectual Property Rights" are true and accurate in all material respects and not misleading or deceptive.

63. All material licensing agreements to which any of the Company and its Subsidiaries is a party (including all amendments, novation, supplements or replacements to those licenses and agreements) are in full force and effect, no notice has been given on any party to terminate them; the obligations of the parties thereto thereunder have been fully

complied with; and no disputes have arisen or, to the best knowledge of the Warrantors, are foreseeable in respect thereof.

64. (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any other member of the Group (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company or any other member of the Group as currently conducted or as proposed to be conducted, (B) the Company and the other members of the Group either legally and beneficially own, or have obtained licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company or any other member of the Group, as the case may be, has complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any other member of the Group has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Group are maintained and operated by the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Group; (E) in the event that the persons providing maintenance or support services for the Company or any other member of the Group with respect to the Information Technology cease or are unable to do so, the Company or the relevant member of the Group has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and the other members of the Group; (G) each of the Company and the other members of the Group has in place procedures reasonably designed to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) each of the Company and the other members of the Group has in place adequate back-up policies and disaster recovery arrangements reasonably designed to enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Company or any other members of the Group; (I) each of the member of the Group has complied and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable Laws, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; and (J) there has been no security breach or attack or other compromise of or relating to the Company's or the other members of the Group's information technology systems; and (K) the Group has implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and Data (as used herein, "**Data**" includes all personal, personally identifiable, sensitive, confidential or regulated data or any such data that may constitute trade secrets and working secrets of any governmental 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 respective businesses and/or the Global Offering), and there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to the same .

Compliance with Employment and Labour Laws

65. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the other members of the Group is in compliance in all material respects with the labour and employment Laws and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organization.

66. (A) Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any other member of the Group has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) neither the Company nor any other member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such outstanding payment obligations or unsatisfied liabilities, if applicable and as required by applicable Laws, the Company or the relevant members of the Group has set aside sufficient funds to satisfy the same; (D) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any other member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors, senior management or key employees of the Company or any other member of the Group have given or been given notice terminating their contracts of employment; (F) there are currently no proposals to terminate the employment or consultancy of any directors, key employees of the Company or any other member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) neither the Company nor any other member of the Group has any material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (H) no material liability has been incurred by the Company or any other member of the Group for breach of any director's, employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any other member of the Group; (I) all contracts of service or contracts for services, and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or any other member of the Group are on usual and normal terms with respect to the Company's industry and all subsisting contracts of service to which the Company or any other member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending, or, to the best knowledge of the Warrantors, threatened against the Company or the relevant members of the Group, by any employee, director or third party, in respect of any accident or injury not fully

covered by insurance; (J) each of the Company and the other members of the Group has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied with all material terms and conditions of such directors' or employees' or consultants' contracts of services or employment or consultancy.

67. Save as disclosed under "Appendix IV – Statutory and General Information – C. Further Information about our Directors and Substantial Shareholders – 2. Directors' Service Contracts and Letters of Appointment" of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors has a service contract with any member of the Group which is required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

68. Except for matters which, individually or in the aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect, there is (A) no dispute with the directors or employees of the Company or any other member of the Group and no strike, labour dispute, slowdown or stoppage or other conflict with the directors or employees of the Company or any other member of the Group pending or threatened against the Company or any other member of the Group, (B) no existing union representation dispute concerning the employees of the Company or any other member of the Group, and (C) no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers or distributors of the Company or any other member of the Group.

Cybersecurity and Data Protection

69. (A) Each of the Company and the other members of the Group has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any other members 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 protection, 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; (C) neither the Company nor any other members 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, unauthorised destruction or unauthorised disclosure of Data in the previous three years and there is no outstanding order against the Company or any other members of the Group in respect of the rectification or erasure of Data; (D) neither the Company nor any other member of the Group has been designated as a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC (《中华人民共和国网络安全法》); (E) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the "**CAC**"), the competent telecommunications department of the State Council, public security departments, the CSRC and other relevant government authorities (collectively, the "**CAC and Authorized authorities**"); (F) neither the Company nor any other member of the Group has received any communication, enquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from

the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (G) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data protection, confidentiality or archive administration, or any cybersecurity review by the CAC , the CSRC, or any other Authorized authorities on the Company or any other member of the Group or any of their respective directors, officers and employees; (H) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company, 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); (I) no warrant has been issued authorising any cybersecurity, data protection, confidentiality or archive administration 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; and (J) 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 governmental authority.

70. The Group has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data used in connection with their businesses), and there have been no breaches, violations, outages, leakages or unauthorised uses of or accesses to the same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same.

Compliance with Environmental Laws

71. (A) The Company and the other members of the Group and their respective properties, assets and operations are in compliance in all material respects with applicable Environmental Laws (as defined below), and each of the Company and the other members of the Group holds and is in compliance in all material respects with all Approvals and Filings and Governmental Licenses required under Environmental Laws, (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any other member of the Group under, or to interfere with or prevent compliance by the Company or any other member of the Group with, Environmental Laws; and (C) neither the Company nor any other members of the Group (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials. As used herein, "**Environmental Law**" means any Laws relating to health, safety, the environment (including without limitation, the protection, cleanup 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.

72. No use, release or discharge of a Hazardous Material in the operation of the Company's business has exceeded any allowed quota or limit prescribed or specified under any applicable Laws, including Environmental Laws, any environmental permits, or any environmental impact appraisal reports or similar documents relating to Environmental Matters (as used herein, "**Environmental Matters**" means (A) a pollution or containment of the environment; (B) the production, storage, use, transport, disposal, release or discharge of Hazardous Materials; (C) the exposure of any person or other living organism to Hazardous Materials; or (D) the creation of any noise, vibration or other material adverse impact on the environment).

Insurance

73. (A) The Group carries, or is entitled to the benefits of, insurance with insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect; (B) all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Group in all material respects; (C) the Company and the other members of the Group are in compliance with the terms of all such insurance in all material respects and there are no material claims by the Company or any 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; (D) neither the Company nor any other members of the Group has any reason to believe that it will not be able to (a) renew its existing insurance coverage as and when such policies expire or (b) obtain comparable coverage from reputable insurers of similar financial standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; (E) neither the Company nor any other members of the Group has been denied any insurance coverage which it has sought or for which it has applied.

74. To the best knowledge of the Warrantors, nothing has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of the Company or any member of the Group has or may become void or voidable and the Company or any member of the Group is entitled to the full benefits of such insurances. No claim under any such insurance policies taken out by the Company or any other members of the Group is outstanding.

Internal Controls

75. The Group has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for

assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, (F) the Directors are able to make a proper assessment of the financial position 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, and (G) the current management information and accounting control systems of the Company and the other members of the Group have been in operation for at least three years during which neither the Company nor any other members of the Group has experienced any difficulties with regard to clauses (A) through (F) above; and (H) there are no weaknesses or deficiencies in the internal controls of the Company and members of the Group over accounting and financial reporting and no changes in the internal controls of the Company and the other members of the Group 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 internal controls of the Company and the other members of the Group over accounting and financial reporting.

76. The Group has established, maintained and evaluated disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Company or any other member of the Group is made known in a timely manner to the Board and management of the Company by others within those entities, and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and on the obligations of the Company and its Board of Directors to assist syndicate members in bookbuilding activities (as defined under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission) in connection with the Global Offering, and such disclosure and corporate governance controls and procedures are effective in all material respects to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).

77. Any issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved or are being improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance

controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

78. The statutory books, books of account and other records of each of the Company and the other members of the Group are in its possession, up-to-date and contain complete and accurate records as required by applicable Laws to be dealt with in all material respects in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been or will be duly and correctly delivered or made.

Compliance with Bribery, Money Laundering and Sanctions Laws

79. Each member of the Group, each Warrantor and their respective officers, directors and their respective agents, representatives, employees and any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries have not (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of any direct or indirect payment or giving of money, property, gifts or anything else of value, to any "**government official**" (including any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, the PRC, the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorised any contribution, payment or gift of funds or property to any candidate for public office, or any official, employee or agent of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in Hong Kong, the PRC, the United States or any other applicable jurisdiction of incorporation and where the Group conducts business in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant governmental authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the "**FCPA**"), the UK Bribery Act 2010 or any equivalent sanction or measures imposed by the United Nations and/or the European Union); or (D) made, offered, agreed, requested, or taken an act in furtherance of any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company or any member of the Group, as applicable; each member of the Group, each Warrantor and their respective affiliates have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the relevant provisions of the Criminal Law

of the PRC, the Anti Unfair Competition Law of the PRC, the Provisional Regulations on Anti- Commercial Bribery of the PRC, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the "**Anti-Bribery Laws**") and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery Laws and with the representation and warranty contained herein; none of Company, any other members of the Group, any Warrantor, any director, officer or any employee of the Group, or any agent, affiliate or other person or acting on behalf of the Group has violated or is in violation of any provision of the Anti-Bribery Laws. No actions or investigations by any governmental agency are ongoing or threatened against the Company, any other members of the Group, any Warrantor, any director, officer or any employee of the Group, or any agent, affiliate or other person or acting on behalf in relation to an alleged breach of applicable Anti-Bribery Laws. None of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf shall use the proceeds of the Global Offering for the purposes that would breach applicable Anti-Bribery Laws.

80. None of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf shall use the proceeds of the Global Offering except for the purposes set out in the Hong Kong Prospectus and shall not permit or authorise any person directly or indirectly to use the proceeds to: (a) violate any Anti-Money Laundering Laws (as defined below), or (b) lend, invest, contribute or otherwise make available the proceeds of the Global Offering to or for the benefit of any Subsidiary, Affiliate, joint venture partner or any other individual or entity in a manner that will result in a violation of any Anti-Money Laundering Laws.

The operations of each member of the Group and each Warrantor are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of Hong Kong, the PRC, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the UK Proceeds of Crime Act, the Prevention of Money Laundering and Countering the Financing of Terrorism (MAS Notice 626), Prevention of Money Laundering Act, 2002, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("**USA PATRIOT Act**") (to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended (collectively, the "**Anti-Money Laundering Laws**"), and each member of the Group has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or any member of the Group with respect to the Anti-Money Laundering Laws is pending or threatened.

81. None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, or the provision of services contemplated by this Agreement to the Company will result in violation (including, without limitation, by the Underwriters) of any Anti-Money Laundering Laws or Sanctions (as defined below).

82. (A) None of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf (a) is the subject of any sanctions administered or enforced by the United States Government, (including the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council ("**UNSC**"), the European Union, His Majesty's Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the "**Sanctions**" and such persons, "**Sanctioned Persons**" and each such person, a "**Sanctioned Person**"); (b) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which currently are, for the avoidance of doubt, Belarus, the non-government-controlled areas of Ukraine being the Crimea, Kherson, Zaporizhzhia, Afghanistan and the DNR and LNR regions of Ukraine, Cuba, Iran, North Korea, Russia, Syria, Venezuela (in relation to its government only) (collectively, the "**Sanctioned Countries and Regions**" and each, a "**Sanctioned Country or Region**")))); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or Region or (iii) in any other manner, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, adviser, investor or otherwise); (B) none of the Company, any other member of the Group or the Warrantors (other than the Company), nor their respective director or officer, nor any employee, agent or affiliate or other person associated with or acting on their half is controlled 50% or more owned in the aggregate by any individuals or entities that are currently the subject of any sanctions administer or enforced by the Sanctions; (C) none of the Company, any other member of the Group or the Warrantors, nor any of their respective director or officer, nor any employee, agent or affiliate or other person acting on behalf of the Company, any other members of the Group or the Warrantors has in the past ten years engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country or Region; (D) none of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf has or intends to have, or to finance or subsidise, any business operations or other dealings (a) with any Specially Designated National ("**SDN**") on OFAC's SDN list or with a Person targeted by asset freeze sanctions imposed by the UNSC, EU or HMT, (b) in any Sanctioned Country or Region, or (c) involving goods or services of a Sanctioned Country or Region origin or transferred to, through, or from a Sanctioned Country or Region, or on Sanctioned Country or Region -owned or -registered vessels or aircraft, in each case representing 5% or more in, or with parties in, any one or more Sanctioned Countries or Regions, in the aggregate as compared to the Group's total assets or revenues; and (E) neither the

Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf know nor have reason to believe that any of them are or may become the subject of sanctions-related investigations or judicial proceedings. Should they become aware that such an investigation or proceeding is pending or likely to commence, they will, subject to any confidentiality requirements, notify the Sponsors as soon as reasonably possible of the same.

83. None of the Company or its subsidiaries is a "covered foreign person," as defined in 31 C.F.R. § 850.209. The issue of the Offer Shares will not result in the establishment of a "covered foreign person" or the engagement by a "person of a country of concern," as defined in 31 C.F.R. § 850.2221, in a "covered activity," as defined in 31 C.F.R. § 850.208. Neither the Company nor any of its subsidiaries currently engages, or has plans to engage, directly or indirectly, in a "covered activity." None of the Company or its Subsidiaries directly or indirectly holds any board seat on, voting or equity interest in, or contractual power to direct the management or policies of, a person of a "country of concern" which engages in or has plans to engage in any "covered activity."

Purchases of the Offer Shares in the Global Offering by a "U.S. person" as defined in 31 C.F.R. § 850.229 does not constitute either a "prohibited transaction" as defined in 31 C.F.R. § 850.224 or a "notifiable transaction" as defined in in 31 C.F.R. § 850.217. If any Underwriters or purchasers procured by the Underwriters acquires actual knowledge at any time, including before or after closing, that the Global Offering is or was a "covered transaction" as defined in 31 C.F.R. § 850.210, the Company shall, and shall cause its affiliates to, promptly provide to the purchasers all information and documentary materials as may be reasonably necessary, proper, or advisable, at the sole discretion of such Underwriter or purchaser for them to fully comply with the Outbound Investment Rule. "**Outbound Investment Rule**" means Executive Order 14105 on Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern, 88 Fed. Reg. 54867 (Aug. 9, 2023), including all implementing regulations thereof.

84. The Group shall institute appropriate compliance systems to ensure that neither the Company nor any other members of the Group, nor any of their respective director, officer, employee, agent, affiliate or other person acting on their behalf, will (i) use, directly or indirectly, any part of the proceeds from the Global Offering, or (ii) lend, contribute or otherwise make available such proceeds (a) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is a Sanctioned Person, (b) to fund or facilitate any activities or business of or in any Sanctioned Country or Region, or (c) in any manner that would result in a violation by any person of Sanctions, including, without limitation, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters and their advisers, to be in violation of the Sanctions.

85. Each Hong Kong Underwriter which is subject to Council Regulation (EC) 2271/1996 (including as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018) (the "**Blocking Regulations**") agrees and confirms that it is not entitled to the benefit of the representation, warranty and/or the undertaking contained in this paragraphs 82 to 84 to the extent that those provisions would result

in a violation of the Blocking Regulations and/or any associated and applicable national law, instrument or regulation related thereto.

Experts

86. Each of the experts (the "**Experts**") stated in the section headed "Appendix IV – Statutory and General Information – D. Other Information – 6. Consents of Experts" in the Hong Kong Prospectus and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in the Hong Kong Prospectus and the Preliminary Offering Circular.

87. (A) The factual contents of the reports, opinions, letters or certificates of the Experts 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) in all material respects and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading or deceptive, the Company does not disagree with any aspect of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts after due and careful enquiry; and (B) no material information was withheld from the Industry Consultant, the Internal Control Consultant, the Reporting Accountants or any legal counsel for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading or deceptive.

Forward-looking Statements and Statistical or Market Data

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

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

90. None of the Company, any other member of the Group or their respective officers, directors, or to the best knowledge of the Warrantors, employees, affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including

forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or (B) publicly available.

History

91. The descriptions of the events and transactions set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed "History, Development and Corporate Structure" are complete true and accurate in all material respects and not misleading or deceptive; none of the events and transactions set forth in the Hong Kong Prospectus and the Preliminary Offering Circular under the section "History, Development and Corporate Structure" contravenes (A) any provision of the constitutive documents of the Company or any member of the Group, (B) any provision or conditions of any Laws, any Approvals and Filings or any Governmental License of the Company or any other members of the Group, (C) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement (including any agreement with its customers, distributors and suppliers) or instrument binding upon the Company or any member of the Group or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company or any other members of the Group, and will not result in the creation or imposition of any Encumbrance or other restriction upon any assets of the Company and/or any other members of the Group, except in each case of (B), (C) and (D), where such contravention would not, or could not be reasonably expected to, result in a Material Adverse Effect.

Material Contracts

92. (A) All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or any other members of the Group is a party and which are required to be disclosed as material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed or to be filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators, be entered into prior to the Listing Date, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company nor any other members of the Group has sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and no such termination or non-renewal has been threatened by the Company, any other members of the Group or, any other party to any such contract or agreement.

93. Each of the contracts listed as being a material contract in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Appendix IV – Statutory and General Information – B. Further Information About our Business – 1. Summary of Material Contracts" and each material contract, agreement or other document disclosed or described in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws. The

disclosure of such material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading or deceptive.

94. Neither the Company nor any 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 on an arm's length basis in the ordinary course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other members of the Group (as relevant) on six months' notice or less).

95. Neither the Company nor any 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.

96. No member of the Group is a party to a joint venture or shareholders' agreement which is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

Business

97. (A) Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no relationship, direct or indirect, exists between or among the Group, on the one hand, and any customers, suppliers or distributors of the Group, on the other hand; (B) except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, the customers, suppliers and distributors of the Group are independent of the Group, and there was no past or present relationship, including employment, financing, family or otherwise, between the operators of these customers, distributors and suppliers of the Group (including their directors, shareholders and senior management, and their respective associates) and the Group; (C) there are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any other member of the Group to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and any other member of the Group or any of their respective family members; and (D) neither the Company nor any other member of the Group has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or any other member of the Group.

98. There are no relationships or transactions not in the ordinary course of business between the Company or any of the other members of the Group, on one hand, and their respective customers, suppliers or franchisees on the other hand.

99. None of the shareholders or directors of any member of the Group or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the period from January 1, 2023 to the date of this Agreement, directly or indirectly, interested in the Group's five largest suppliers, customers or distributors.

100. The Company does not have any reason to believe that any significant customer, supplier or distributor of the Company or any member of the Group is considering ceasing or has ceased to deal with the Company or any member of the Group, or is considering significantly modifying other terms of its dealings with the Company or any other members of the Group contrary to the manner disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular or in a manner materially inconsistent with its past dealings with the Group, except where any such cessation or modification, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect.

101. Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any 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.

102. Neither the Company nor any 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 member 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).

103. No material indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts or service agreements with current directors or officers of the Company 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 or former 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.

104. None of the Warrantors and (if applicable) their respective shareholders, directors or officers, 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 the Group, nor is any Director (or his/her respective associates, as the term is defined in the Listing Rules) interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or any other members of the Group; none of the Directors, and their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with any member of the Group which is subsisting immediately upon completion of the Global Offering and which is material in relation to the business of any member of the Group.

Connected Transactions

105. There will be no connected transactions (as defined under the Listing Rules) between the Group and a connected person (as defined under the Listing Rules) that are required to be disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the Hong Kong Public Offering Documents subsisting immediately upon completion of the

Global Offering and there are no relationships or transactions not in the ordinary course of business between the Group and its respective customers, distributors or suppliers that are required to be disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the Hong Kong Public Offering Documents subsisting immediately upon completion of the Global Offering.

Taxation

106. (A) All returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company or any 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 true and accurate in all material respects and not misleading and are not the subject of any material dispute with any Taxing or other Authority and, there are no circumstances giving rise to any such dispute; (B) all Taxation due or claimed to be due from the Company and the other members of the Group have been duly and timely paid, other than any Taxation being contested in a legal proceeding, or as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) to the Company's best knowledge, there is no deficiency for Taxation of any amount that has been asserted against the Company or any 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 and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any other members of the Group was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Financial Information" and "Regulatory Overview" insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading.

107. To the Company's knowledge, each of the waivers and other relief, concession and preferential treatment relating to Taxes which are material to the Group's business taken as a whole granted to the Company or any other members of the Group by any Authority ("**Preferential Tax Treatments**") is valid and in full force and effect; the Company and each other member of the Group has filed all necessary filings and is in compliance in all material respects with all requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments as described in the Hong Kong Prospectus and the Preliminary Offering Circular, and to the best knowledge of the Warrantors, the actual operations and business activities of each member of the Group are sufficient to meet the qualifications for their Preferential Tax Treatments; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any material misstatement or omission that would have affected the granting of their Preferential Tax Treatments; neither the Company nor any other members of the Group has received notice of any deficiency in their respective applications for their Preferential Tax Treatments that would have affected the granting of their Preferential Tax Treatments, and the Company is not aware of any reason why the Company or any other member of the Group may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.

108. Except as described in the Hong Kong Prospectus and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and

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

109. Neither the Company nor any other members of the Group has been or is currently the subject of an enquiry into transfer pricing by any Authority and no Authority has indicated any intention to commence any such enquiry and there are no circumstances likely to give rise to any such enquiry.

Dividends

110. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company in Hong Kong dollars are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the U.S. or the PRC (as the case may be) or any Taxing or other Authority thereof or therein.

111. Neither the Company nor any other members of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares 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.

United States Aspects

112. None of the Company, any of its affiliates and any person acting on behalf of any of the foregoing (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act.

113. Other than as contemplated under the Global Offering and except as otherwise disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, within the preceding six months, neither the Company nor any person acting on its behalf (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking) has offered or sold to any person any Shares or any securities of the same

or a similar class as the Shares other than the Offer Shares offered or sold hereunder and under this Agreement.

114. [Intentionally left blank]

115. It is not necessary in connection with the offer, sale and delivery of the International Offer Shares to the International Underwriters and the subsequent purchasers thereof (including the offer, sale and delivery of the Cornerstone Shares) or the initial resale of the International Offer Shares by the International Underwriters in the manner contemplated by this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements, the Hong Kong Public Offering Documents and the Preliminary Offering Circular to register the Offer Shares under the Securities Act.

116. The Company is a "foreign issuer" (as such term is defined in Regulation S under the Securities Act).

117. 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.

118. The Company is not, and after giving effect to the offering and sale of the Offer Shares and application of proceeds as stated in the Hong Kong Prospectus and the Preliminary Offering Circular, will not be, an "investment company" or an entity "controlled" by an "investment company" as such term is defined in the U.S. Investment Company Act of 1940, as amended.

Market Conduct

119. Except for the appointment of the Stabilising Manager, none of the Company, any member of the Group and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (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 time prior to the date of this Agreement, done or engaged in, or will, 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 SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.

120. Except for the appointment of the Stabilising Manager, no member of the Group and their respective directors, officers, employees, agents, affiliates or controlling persons, nor any person acting on behalf of any of them (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 stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or will take or has

omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbor provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

Immunity

121. Under the Laws of Hong Kong, the PRC and the U.S., neither the Company nor any other members of the Group, nor any of the Controlling Shareholders, nor any of the properties, assets or revenues of the Company or any other members of the Group or any of the Controlling Shareholders is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards.

Choice of Law and Dispute Resolution

122. The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong and the PRC; the Company can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the agreement by the Warrantors to resolve any dispute by arbitration pursuant to **Clause 16**, the waiver by the Warrantors of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over the Company and the Warrantors, as applicable; and any arbitral award obtained pursuant to **Clause 16** will be recognised and enforced by the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

123. [Intentionally left blank]

Professional Investor

124. Each of the Company and the Controlling Shareholders has read and understood the Hong Kong Professional Investor Treatment Notice (as applicable to it/her) set forth in **Schedule 6** and acknowledges and agrees to the representations, waivers and consents contained in such applicable notice, in which the expressions "you" or "your" shall mean "the Company", the "Controlling Shareholders" (as applicable) and "we" or "us" or "our" shall mean the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and their respective affiliates.

No Other Arrangements Relating to the Sale of the Offer Shares

125. There are no contracts, agreements or understandings between any member of the Group or any Controlling Shareholder and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any other member of the Group or the Controlling Shareholders or any Underwriter for brokerage commissions, finder's fees, broker's or agent's commission or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus and the Preliminary Offering Circular.

126. None of the Company, any other member of the Group nor the Controlling Shareholders 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 Cornerstone Investment Agreements. Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor any other member of the Group, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of Chapter 4.15 of the Guide.

127. Neither the Company, any of the members of the Group, the Controlling Shareholders, nor any of their respective directors 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.

128. Any certificate signed by any director or officer of the Company and delivered to the Joint Sponsors, the Sponsor-OCs, Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters, or counsel for the Underwriters in connection with the offering of the Shares shall be deemed a representation and warranty by the Company, as to matters covered thereby, to each of the Overall Coordinators, Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and each of the Underwriters.

[Intentionally left blank]

129. [Intentionally left blank]

Cornerstone Investment

130. Pursuant to the Chapter 4.15 of the Guide, 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.

131. (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company.

Part B: Additional Representations and Warranties of the Controlling Shareholders

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

Capacity

1. None of the Controlling Shareholders is entitled to any pre-emptive or similar rights to acquire the Offer Shares. There is no option, warrant, or other agreement or commitment obligating, or which may obligate, such Controlling Shareholders to sell Shares or any other securities of the Company, there are no securities held by the Controlling Shareholders which are convertible into or exchangeable for any equity securities of the Company.

2. None of the Controlling Shareholders nor any person acting on their behalf has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any Controlling Shareholder, (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any Controlling Shareholder or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any Controlling Shareholder, or (C) forestall the completion of the Global Offering.

3. Under the Laws of Hong Kong, the United States, the PRC or any other jurisdiction, none of the Controlling Shareholders nor any of their respective properties, assets or revenues is entitled to any right of immunity on any grounds 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.

4. None of the Controlling Shareholders is in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) pursuant to (A) its articles of association or other organizational or constitutional documents or its business license; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/she/it is a party or by which he/she/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to he/she/it or any of its properties or assets.

Execution of Agreements

5. Each of this Agreement and the International Underwriting Agreement has been duly executed and delivered by the Controlling Shareholders and constitute a valid and legally binding agreement of each of the Controlling Shareholders, enforceable in accordance with its terms.

6. The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, the listing of the H Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of a lien, charge or Encumbrance on any property or assets of the Controlling Shareholders pursuant to 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 is bound or any of their respective properties or assets may be bound or affected.

7. All governmental authorizations required for the performance by each Warranting Shareholder of its obligations hereunder have been obtained or made and are in full force and effect, and there is no reason to believe that any such governmental authorizations may be revoked, suspended or modified.

Information Provided

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

9. All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Controlling Shareholders and/or any of its directors, officers, employees, Affiliates and/or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the SEHK and/or the SFC for the purposes of the Global Offering and/or the listing of the H Shares on the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK and/or the SFC) was, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

No Winding Up Application

10. None of the Controlling Shareholders has declared or become bankrupt and has no reason to believe that they may become bankrupt.

Market Conduct

11. Save for the appointment of the Stabilising Manager, none of the Controlling Shareholders or (if applicable) nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged 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, or (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 SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.

12. None of the Controlling Shareholders, nor any person acting on behalf of any of them, (A) has taken or facilitated directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

No Other Arrangements Relating to the Sale of the Offer Shares

13. None of the Controlling Shareholders nor any of their subsidiaries nor any director, officer, or employee of the Controlling Shareholders or any of their subsidiaries nor any agent, affiliate or other person associated with or acting on behalf of the Controlling Shareholders or any of their subsidiaries has, directly or indirectly (i) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense to any governmental official or relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization or approval of any direct or indirect unlawful payment or giving of money, property, gifts, bribe, rebate, payoff, influence payment, kickback or other unlawful payment or benefit of anything else of value to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other Anti-Bribery Laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without

limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit to other third parties, including but not limited to contract research organization and principal investigator. The Controlling Shareholders and their subsidiaries have instituted, and maintain and enforce, policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

14. The operations of the Controlling Shareholders are and have been conducted at all times in compliance with the Anti-Money Laundering Laws and no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving any of the Controlling Shareholders with respect to the Anti-Money Laundering Laws is pending or threatened.

15. None of the Controlling Shareholders, their directors, officers or employees, nor any agent, or affiliate or other person associated with or acting on behalf of any of the Controlling Shareholders is currently the subject or the target of any Sanctions, nor is any of the Controlling Shareholders located, organized or resident in a Sanctioned Country or Region. For the past five years, the Controlling Shareholders have not engaged in and are not now engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country or Region.

16. There are no legal, arbitration or governmental Actions in progress or pending or, to the best of the Controlling Shareholder's knowledge, threatened, to which the Controlling Shareholder is a party or to which any of the properties of the Controlling Shareholder is subject, whether or not arising from transactions in the ordinary course of business, that would result in a Material Adverse Change or affect the power or ability of the Controlling Shareholder to perform any of their respective obligations under this Agreement, or to consummate any of the transactions contemplated by the Prospectus; and, to the best of the Controlling Shareholder's knowledge, no event has occurred which could reasonably be expected to give rise to such Actions.

17. None of the Controlling Shareholders, nor any person acting on behalf of any of them, (A) has taken or facilitated directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

[Intentionally left blank]

18. [Intentionally left blank]

United States Aspects

19. Other than as contemplated in this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders, their affiliates or any person acting on behalf of any of them (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.

Choice of law and dispute resolution

20. The choice of law provisions set forth in this Agreement will be recognised and given effect to by the courts of Hong Kong and the PRC; such Controlling Shareholder can sue and be sued in its own name under the Laws of the PRC and Hong Kong; the agreement by such Controlling Shareholder to resolve any dispute by arbitration pursuant to Clause 16 of this Agreement, the waiver by such Controlling Shareholder of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of the PRC and Hong Kong are concerned, to confer valid personal jurisdiction over such Controlling Shareholder, as applicable; and any arbitral award obtained pursuant to Clause 16 will be recognised and enforced by the courts of Hong Kong and the PRC subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.

21. [Intentionally left blank]

22. The Controlling Shareholders and their properties, assets or revenues, are not entitled to any right of immunity on the grounds of sovereignty or otherwise from any Action, 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 for the giving of any relief or for the enforcement of any judgment.

SCHEDULE 2
THE WARRANTIES

Part B: Additional Representations and Warranties of the Controlling Shareholders

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. Three certified true copies of the resolutions of the board of Directors of the Company:

   (a) approving and authorising this Agreement, the International Underwriting Agreement, and each of the Operative Documents to which the Company is a party and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   (b) approving the Global Offering and any issue of the H Shares pursuant thereto;

   (c) approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Final Offering Circular;

   (d) approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and

   (e) approving the Verification Notes.

2. Three copies of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, three certified true copies of the relevant powers of attorneys.

3. Three signed originals or certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors (except as already provided in item 3 above).

4. Three certified true copies of each of the material contracts referred to in the section headed "Appendix IV – Statutory and General Information – B. Further Information about Our Business – 1. Summary of Material Contracts" of the Hong Kong Prospectus (other than this Agreement) duly signed by the parties thereto.

5. Three copies of the certificate of authorisation of registration of the Hong Kong Prospectus from the SEHK.

6. Three copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Public Offering Documents under section 342C of the Companies (WUMP) Ordinance.

7. Three copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

8. Three signed originals of the accountant's report dated the Hong Kong Prospectus Date from the Reporting Accountant, the text of which is contained in Appendix I to the Hong Kong Prospectus.

9. Three signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and the Hong Kong

Underwriters, and in form and substance satisfactory to the Overall Coordinators, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.

10. Three signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group as of February 27, 2026, the text of which is contained in Appendix II to the Hong Kong Prospectus.

11. Three signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

12. Three signed originals or certified true copies of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the section headed "Appendix IV – Statutory and General Information – D. Other Information – 6. Consents of Experts" of the Hong Kong Prospectus (excluding the Joint Sponsors) containing consents to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names and where relevant, their reports and letters in the form and context in which they are included.

13. Three signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.

14. Three signed originals of the legal opinion from AllBright Law Offices (Shenzhen), legal adviser 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 Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and/or leased by the Group in the PRC; and (ii) the establishment, business and legal status of the Group under PRC Laws.

15. Three signed originals of the legal memorandum from Hogan Lovells, legal adviser to the Company as to International Sanctions law, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

16. Three signed originals of the legal opinion from Ashurst Horitsu Jimusho Gaikokuho Kyodo Jigyo, legal adviser to the Company as to U.S. outbound investment laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

17. Three signed originals of the legal opinion from Luther Rechtsanwaltsgesellschaft mbH, legal adviser to the Company as to German law, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

18. Three signed originals of the legal opinion from Li & Partners, legal adviser to the Company as to Hong Kong law, dated the Hong Kong Prospectus Date and addressed to, among others, the Company, the Joint Sponsors, the Overall Coordinators, the Joint

Global Coordinators and the Underwriters and in relation to, among other things, the Subsidiary incorporated under the laws of Hong Kong in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

19. Three signed originals of the legal opinion from Commerce & Finance Law Offices, legal adviser to the Underwriters as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, in respect of (i) the properties owned and leased by the Group in the PRC and (ii) the establishments, business and legal status of the Group under PRC Laws.

20. Three signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Joint Sponsors, the Overall Coordinators and the legal advisers to the Underwriters).

21. Three certified true copies of the resolutions of the shareholders of the Company referred to in the section headed "Appendix IV – Statutory and General Information – A. Further Information About Our Group – 4. Resolutions Passed by Our Shareholders' General Meeting of Our Company" of the Hong Kong Prospectus.

22. Three certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

23. Three certified true copies of the Registrar Agreement duly signed by the parties thereto.

24. Three signed originals or certified true copies of the industry report prepared by the Industry Consultant referred to in the section headed "Industry Overview" of the Hong Kong Prospectus.

25. Three signed originals or certified true copies of the internal controls report prepared by the Internal Control Consultant.

26. Three certified true copies of the service contracts or letters of appointment of each of the Directors.

27. Three certified true copies or signed originals of the undertaking from each of the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.

28. Three signed originals or certified true copies of the certificate issued by the relevant translator of TOPPAN Nexus to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Public Offering Documents.

29. Three certified true copies of each of the following:

    (a) a certificate of registration of the Company under Part 16 of the Companies Ordinance;

    (b) the current business license of the Company;

    (c) the Articles of Association which will take effect on the Listing Date; and

    (d) the CSRC Filing Notice.

Part B

1. Three signed originals of the Regulation S comfort letter from the Reporting Accountants, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and the International Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Hong Kong Prospectus, the Disclosure Package and the Final Offering Circular.

2. Three signed originals of the Hong Kong bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.

3. Three signed originals of the legal opinion from AllBright Law Offices (Shenzhen), legal adviser to the Company as to the PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators (each including a bringdown opinion of the opinions under item 14 of **Part A**).

4. Three signed originals of the closing legal opinion of Commerce & Finance Law Offices, legal adviser to the Underwriters as to the PRC Laws, addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and Overall Coordinators (each including a bringdown opinion of the opinions under item 19 of **Part A**).

5. Three signed originals of the legal opinion of Baker & McKenzie, legal adviser to the Company as to Hong Kong Laws, dated the Listing Date, and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

6. Three signed originals of the legal opinion of Baker & McKenzie, legal adviser to the Company as to United States Laws, dated the Listing Date, and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

7. Three signed originals of the legal opinion of Fangda Partners, legal adviser to the Underwriters as to Hong Kong Laws, dated the Listing Date, and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

8. Three signed originals of the legal opinion of Fangda Partners, legal adviser to the Underwriters as to United States Laws, dated the Listing Date, and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators and International Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

9. Three signed originals of the certificate of the executive Directors of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, 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.

10. Three signed originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Controlling Shareholders contained in this Agreement.

11. Three signed originals of the certificate of the Chief Financial Officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountant.

12. Three signed original certificates issued by joint company secretaries of the Company, dated the Listing Date, in the form set forth in a schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

13. Three certified true copies of resolutions of the board of Directors or a duly authorized committee of the board of Directors or the authorized person(s) approving, among other things, the Offer Price, the Price Determination Agreement, the basis of allotment and allotment of H Shares to the allottees and the issue and allotment of the International Offer Shares.

14. Three copies of the letter from the SEHK approving the listing of the H Shares.

15. Three certified true copies or singed originals of the Price Determination Agreement, each duly signed by the parties thereto.

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 **White Form eIPO** service at **www.eipo.com.hk**, or through HKSCC EIPO channel 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**. The Hong Kong Underwriter or the sub-underwriter must produce evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter or such sub-underwriter.

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 websites of the SEHK and the Company on the following dates:

Name of Publication	Date
SEHK website	February 27, 2026
Company website	February 27, 2026

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

A. Corporate Professional Investor

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules, as follows:

   1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the trust corporation or a trust of which it acts as a trustee (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee);

   1.2 a corporation having total assets of at least HK$40 million (or its equivalent) or a portfolio of at least HK$8 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the corporation (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the corporation;

   1.3 a corporation the principal business of which at the relevant date is to hold investments and which at the relevant date is wholly owned by any one or more of the following persons: (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who falls within the definition under section 5(1) of the Securities and Futures (Professional Investor) Rules; (iii) a corporation that falls within this paragraph 1.3; (iv) a corporation that falls within paragraph 1.2 above; (v) a partnership that falls within paragraph 1.5 below; and (vi) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" in section 1 of Part 1 of SCHEDULE 1 to the Securities and Futures Ordinance;

   1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; and

   1.5 a partnership with a portfolio of no less than HK$8 million (or its equivalent) or total assets of not less than HK$40 million (or its equivalent) at the relevant date or as ascertained by: (i) the most recent audited financial statement of the partnership (no less recent than 16 months before the relevant date); or (ii) one or more of the following documents issued or submitted within 12 months before the relevant date: (a) a statement of account or a certificate issued by a custodian; (b) a certificate issued by an auditor or a certified public accountant; or (c) a public filing submitted by or on behalf of the partnership.

2. We have categorised you as a Corporate Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

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

   3.1 Client agreement

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

   3.2 Risk disclosures

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

   3.3 Information about us

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

   3.4 Prompt confirmation

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

   3.5 Information about clients

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

   3.6 Nasdaq–Amex Pilot Program

   If you wish to deal through the 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.

3.7 Suitability

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

3.8 Investor characterisation/disclosure of transaction related information

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

3.9 Discretionary accounts

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

3.10 Complex products

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

4. You have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

5. If you are a Corporate Professional Investor by reason of your being a corporation that falls within paragraph 1.4 above, you confirm that the shareholders of the holding company have been informed of the corporation's status as a Corporate Professional Investor.

6. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise and experience in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

7. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

8. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

B. Individual Professional Investor

1. For the purposes of the Code, you are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Securities and Futures (Professional Investor) Rules, as follows:

1.1 an individual having a portfolio of not less than HK$8 million (or its equivalent) at the relevant date or as ascertained by any one or more of the following documents issued or submitted within 12 months before the relevant date: (i) a statement of account or a certificate issued by a custodian; (ii) a certificate issued by an auditor or a certified public accountant, or (iii) a public filing submitted by or on behalf of the individual, when any one or more of the following are taken into account: (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate, or (d) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

2. We have categorised you as an Individual Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

3. As a consequence of your categorisation as an Individual Professional Investor, we are not required to fulfil certain requirements of the Code as set out in under paragraph 15.5 of the Code and other Hong Kong regulations (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to be treated as an Individual Professional Investor and to dispense with the relevant requirements). While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

3.1 Information about us

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

3.2 Prompt confirmation

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

3.3 Nasdaq–Amex Pilot Program

If you wish to deal through the 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.

4. You have the right to withdraw from being treated as an Individual Professional Investor for the purposes of the Code at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

5. If we solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document we may ask you to sign and no statement we may ask you to make derogates from this clause.

6. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as an Individual Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as an Individual Professional Investor in relation to all investment products and markets contemplated under this Agreement and any ancillary services that are contemplated within the Offering Documents.

7. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

SCHEDULE 7THE CONTROLLING SHAREHOLDERS

Name	Address
Mr. Li Haizhou (李海周)	Room 9D, Building 9 Taihua Haoyuan Xixiang, Baoan District Shenzhen, PRC
Ms. Xie Yanling (謝燕玲)	Room 9D, Building 9 Taihua Haoyuan Xixiang, Baoan District Shenzhen, PRC
Shenzhen Qianhai Zhaowei Investment Holding Co., Ltd. (深圳前海兆威投资有限公司)	Room.1207,-Building.8 Qianhai Excellence Financial-Center (Phase 1)eNo. 5033 Menghai Avenue, Nanshan-Street, Qianhai-Shenzhen-Hong Kong. CooperationLone, Shenzhen
Gongqingcheng Qingmo Venture Capital Partnership Enterprise (Limited Partnership) (共青城清墨創業投資合夥企業(有限合夥))	Private Equity Fund Park 409-127, Gongqingcheng Jiujiang City, Jiangxi Province

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

HHLR ADVISORS, LTD.

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES....I

SCHEDULE 2 PARTICULARS OF INVESTOR....II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **HHLR Advisors, Ltd.**, a company incorporated in the Cayman Islands whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**").

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation as described in the Prospectus) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

"**Investor-related Information**" has the meaning given to it in clause 6.2(j);

"**Investor Affiliate**" means any affiliates of the Investor and any person directly or indirectly managed or advised by the Investor;

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or

otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the

Listing Date to subscribe for the Investor Shares through an Investor Affiliate that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor

Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory

syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

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

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

(a) no less than two (2) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such Investor Affiliate (including but not limited to the place of incorporation, company registration number and

business registration number, its relationship with the Investor and the business of such Investor Affiliate) and such evidence, to the reasonable satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is an Investor Affiliate as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may reasonably require;

(b) prior to such transfer, such Investor Affiliate gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms reasonably satisfactory to them) agreeing to, and the Investor undertakes to procure that such Investor Affiliate will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such Investor Affiliate were itself subject to such obligations and restrictions;

(c) such Investor Affiliate shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such Investor Affiliate shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such Investor Affiliate ceases or will cease to be an Investor Affiliate, it shall (and the Investor shall procure that such Investor Affiliate shall) immediately, and in any event before ceasing to be an Investor Affiliate, fully and effectively transfer the Relevant Shares it holds to the Investor or another Investor Affiliate, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms reasonably satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such Investor Affiliate were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such Investor Affiliate is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, prior to the expiration of the Lock-up Period, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued

share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless as previously disclosed to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, in compliance with the guidance set out in Chapter 4.15 of the Listing Guide, and permitted by applicable Laws and the Stock Exchange.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor (for itself and on behalf of its Investor Affiliate) unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor (for itself and on behalf of its Investor Affiliate) hereby waives any right (if any) to bring any claim or action

against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract reasonably required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority;

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or

affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by an Investor Affiliate, the Investor shall procure that this Investor Affiliate remains an Investor Affiliate and continues to adhere to and abide by the terms and conditions hereunder for so long as such Investor Affiliate continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or

derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has

been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the

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

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date.

6.2 The Investor for itself and on behalf of its Investor Affiliate further represents, warrants and undertakes to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related**

Information") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately

after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a

consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the Investor Affiliate where any Relevant Shares are to be held by such Investor Affiliate, or its/their respective officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith (together, the "**Losses**"), provided that the indemnification in this clause 6.5 shall not apply in respect of any Indemnified Party to the extent that such Losses have been caused solely and directly by the gross negligence, willful default or fraud of such Indemnified Parties as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be). The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or

arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor Affiliate (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

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

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or

any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong
Email:	legal@hillhouseinvestment.com
Attention:	Adam Hornung

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

10.2 The obligations of each of the Joint Sponsors and the Sponsor-Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Sponsor-Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Sponsor-Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Sponsor-Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the

Sponsor-Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Sponsor-Overall Coordinators, to the extent permitted by applicable laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

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

to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

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

13. PROCESS AGENT

13.1 The Investor irrevocably appoints Hillhouse Investment Management Limited at Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, and to deliver to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors a copy.

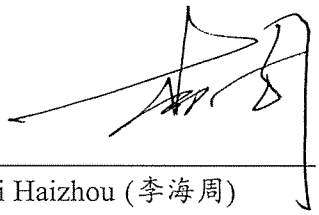
14. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

HHLR ADVISORS, LTD.

By: _____

Name: Cuifang (Tracy) Ma

Title: Authorized Signatory

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

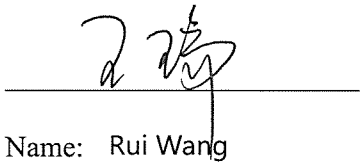
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 15,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	WK-272606
Business registration number:	WK-272606
LEI number:	549300YXBX8YW9XQIP32
Business address and telephone number and contact person	Address: Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong Email: legal@hillhouseinvestment.com Attention: Adam Hornung Investment
Principal activities:	Holding
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	N/A
Description of the Investor for insertion in the Prospectus:	HHLRA HHLR Advisors, Ltd. ("HHLRA"), part of the Hillhouse Group, is an exempted company incorporated in the Cayman Islands that acts as the investment manager of investment funds (collectively the "HHLRA Funds"), which are limited partnerships formed under the laws of the Cayman Islands. There is no individual limited partner investor who holds an economic interest of 30% or more in the HHLRA Funds. HHLRA intends to hold the

	Offer Shares through one of the HHLRA Funds, namely HACF, L.P. HHLRA collaborates with industry-defining enterprises, aiming to establish alignment with sustainable, forward-thinking companies across industrial, consumer, healthcare and business services sectors. HHLRA manages capital for global institutions, including non-profit foundations, endowments, and pensions. HHLRA is entering the cornerstone investment agreement with the Company in its capacity as an investment manager and on behalf of the HHLRA Funds.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places)	cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

MIRAE ASSET SECURITIES (HK) LIMITED

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES....I

SCHEDULE 2 PARTICULARS OF INVESTOR....II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **Mirae Asset Securities (HK) Limited**, a company incorporated in Hong Kong SAR whose registered office is at Units 8501, 8507-8508, Level 85, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation as described in the Prospectus) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with

Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or

outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary

(including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial

shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in

the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may

and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to

other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the

subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth

in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the

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

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or

any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the

Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights

and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

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

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address: Room 101, Office Building

	No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	Units 8501 & 8507-08, Level 85, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Email:	michael.li@miraeasset.hk
Facsimile:	N/A
Attention:	Michael Li

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to

implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications,

understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign

or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

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

12. IMMUNITY

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

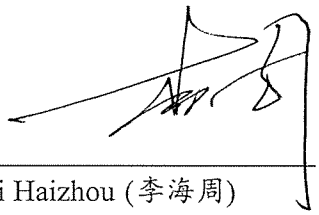
13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司

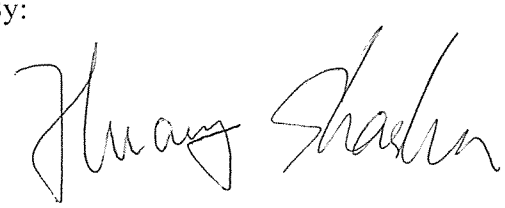


Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

Mirae Asset Securities (HK) Limited

By:



Name: Huang Shasha
Title: Managing Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

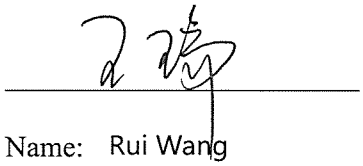
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	984470
Business registration number:	35888340
LEI number:	213800TUUUQUT8GHZ555
Business address and telephone number and contact person	Unit 8501,8507-08, Level 85, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong Telephone number: +852 2845-6332 Contact person: Aaron Ju
Principal activities:	Trading and Investments
Ultimate controlling shareholder:	MIRAE ASSET SECURITIES CO., LTD.
Place of incorporation of ultimate controlling shareholder:	Republic of Korea
Business registration number and LEI number of ultimate controlling shareholder:	BR: 116-81-05556 LEI: 98840072S6T63E2V1291
Principal activities of ultimate controlling shareholder:	Investment banking, sales & trading, wealth management and principle investments
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Mirae Asset Securities HK Mirae Asset Securities (HK) Limited ("Mirae Asset Securities HK"), a wholly owned subsidiary of Mirae Asset Securities Co., Ltd. ("Mirae Asset Securities"), was established in Hong Kong in July 2005 and is licensed by the SFC to carry on type 9 (asset management) regulated activity. Mirae Asset Securities is one of the largest investment banks in the Republic of Korea, providing a comprehensive range of financial services, including brokerage, wealth management, investment banking, sales &

	trading, and principal investments. It is ultimately controlled by Mirae Asset Capital Co., Ltd., a financial investment company in the Republic of Korea. Mirae Asset Securities is listed on the Korea Exchange under stock code 006800.KS. Mirae Asset Securities HK is the fund manager of, and subscribe for the Offer Shares on behalf of, a discretionary fund, Mirae Asset Visionary X Fund. All of the investors in such fund are independent third parties and none of the investors hold 30% or more interest in the fund.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places	cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL (SINGAPORE) PTE. LTD.

(acting in its capacity as an investment advisor or investment manager and on behalf of certain investment funds and separated managed accounts)

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL (SINGAPORE) PTE. LTD. ("PERSEVERANCE")**, a company incorporated in Singapore whose registered office is at Level 40, Ocean Financial Centre, 10 Collyer Quay, #40-31, Singapore, acting in its capacity as an investment advisor or investment manager and on behalf of certain investment funds and separated managed accounts as specified in Schedule 3 thereto (each an "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**").

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation as described in the Prospectus) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Sponsor-Overall Coordinators of the Global Offering.

(C) Each Investor wishes to subscribe for its relevant proportion of the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by each Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) each Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to such Investor in such proportion, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) each Investor will pay its relevant proportion of the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 Each Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of such Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring the relevant proportion of the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on each Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 Each Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver

(as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of each Investor under this Agreement are (as of the date of this Agreement) and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of each Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, each Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of each Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot,

place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by each Investor under this Agreement to any other party will be repaid to each Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving such Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by each Investor under this Agreement during the period until the aforementioned date under this clause.

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

3.4 Without limiting the generality of Clause 10.19, each of the acknowledgements, confirmations, representations, warranties and undertakings under Clause 3.3 are given by each Investor on a several basis (not on a joint or joint and several basis).

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free

float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 Each Investor shall make full payment of its relevant proportion of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to each Investor by the Sponsor-Overall Coordinators) by same day value credit before the commencement of dealings of the Shares on the Stock Exchange on the Listing Date on a delivery-against-payment basis of the Investor Shares in Hong Kong dollars, in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to each Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by each Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the relevant proportion of the Investor Shares being made in accordance with clause 4.2, delivery of the relevant proportion of the Investor Shares to each Investor, as the case may be, shall be made through CCASS by depositing the relevant proportion of the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by each Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 [Reserved]

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against each Investor arising out of its failure to comply with its respective obligations under this Agreement). Each Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of each Investor to pay for its relevant proportion of the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

Subject to the above paragraph, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors acknowledge that, after the expiry of the Lock-up Period, the Investor shall be free to dispose of any Relevant Shares, provided that each Investor shall use all reasonable endeavors to ensure that any such disposal will not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws and regulations and rules of securities exchanges of all competent

jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with such Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of such Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and such Investor undertakes to procure that such wholly-owned subsidiary will, be bound by such Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on such Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) such Investor and such wholly-owned subsidiary of such Investor shall be treated as being such Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of such Investor, it shall (and such Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of such Investor, fully and effectively transfer the Relevant Shares it holds to such Investor or another wholly-owned subsidiary of such Investor, which shall give or be procured by such Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by such Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on such Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 Each Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of such Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules.

5.4 Each Investor agrees that such Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that such Investor's holding of the Company's share capital is on a proprietary investment basis. Each Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 Each Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. Each Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 Each Investor will be using internal resources, without obtaining external financing, to finance its subscription of its relevant proportion of Investor Shares.

5.7 Without limiting the generality of Clause 10.19, each of the acknowledgements, confirmations, representations, warranties and undertakings under Clauses 5.1, 5.2, 5.3, 5.4,5.5 and 5.6 are given by each Investor on a several basis (not on a joint or joint and several basis).

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 Each Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to such Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents.

(b) this Agreement, the background information of each Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that such Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, each Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on each Investor);

(c) the information in relation to each Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by such Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by such Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and each Investor shall not have any right to raise any objection thereto;

(e) each Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about each Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is

required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by each Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) each Investor is not a connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) each Investor will accept the relevant proportion of the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, such Investor shall procure that this subsidiary remains a wholly-owned subsidiary of such Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of its relevant proportion of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with each Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information

becomes public information through no fault on the part of such Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to each Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to each Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by each Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to each Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to each Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to each Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to each Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by each Investor in determining whether to invest in the Investor Shares and each Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither each Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to each Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of such Investor;

(w) in making its investment decision, each Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to each Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to such Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its

directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to each Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) each Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of its relevant proportion of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for such Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by such Investor in its relevant proportion or in relation to any dealings in its relevant proportion of the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to each Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between each Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among such Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) each Investor has agreed that the payment for its relevant proportion of the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to each Investor or would require any registration or licensing within the jurisdiction that each Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated

in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by each Investor and constitutes a legal, valid and binding obligation of each Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to such Investor and required to be obtained by such Investor in connection with the subscription for its relevant proportion of the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. Each Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by each Investor, and the performance by each of them of this Agreement and the subscription for its relevant proportion of the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by such Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of such Investor or (ii) the Laws of any jurisdiction to which such Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to such Investor in connection with such Investor's subscription for or acquisition of (as the case may be) its relevant proportion of the Investor Shares or (iii) any agreement or other instrument binding upon such Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over each Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for its relevant proportion of the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as

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

(j) each Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is not a core connected person of the Company, and it is subscribing for its relevant proportion of the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and such Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for its relevant proportion of the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) each Investor is subscribing for its relevant proportion of the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) each Investor and its beneficial owner(s) and/or to each Investor's best knowledge, associates, and the person (if any) for whose account such Investor is purchasing its relevant proportion of the Investor Shares and/or its associates, (i) is either not an existing shareholder, or an existing shareholder but their aggregate holding in the existing issued share capital of the Company is less than 5%; (ii) are third parties independent of the Company; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and such Investor's subscription for its relevant proportion of the Investor Shares will not constitute a connected transaction or result in such Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between such Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders (save as abovementioned) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities) (other than "existing shareholder"(as the case may be)); and (vii) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) each Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) [Reserved]

(r) each Investor, its beneficial owner(s) and/or to each Investor's best knowledge, associates, and the person (if any) for whose account such Investor is purchasing its relevant proportion of the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules

(other than "existing shareholder" (as the case may be)). The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) each Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(t) neither each Investor, its beneficial owner(s) nor to each Investor's best knowledge, their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) of the Company or its associates or a nominee of any of the foregoing;

(u) each Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by such Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(v) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither each Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor" , "non SFC authorised fund" and "existing shareholder" (as the case may be)) as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(w) each Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(x) the subscription for its relevant proportion of the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(y) [Reserved]

(z) neither each Investor, its respective beneficial owner(s) nor to each Investor's best knowledge, associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the

underwriters of the Global Offering; each Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between such Investor or, to each Investor's best knowledge, its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(bb) except as provided for in this Agreement, such Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(cc) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, each Investor, its beneficial owner(s) and/or to each Investor's best knowledge, associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(dd) neither each Investor, its respective beneficial owner(s) nor any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide and permitted by the Stock Exchange in accordance with applicable laws and regulations.

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

and making such amendments as may be reasonably required by such Investor (if any), such Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

6.4 Each Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. Each Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of such Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 Each Investor agrees and undertakes that such Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by each Investor or the wholly-owned subsidiary of such Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by each Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 Without limiting the generality of Clause 10.19, each of the acknowledgements, confirmations, representations, warranties and undertakings under Clauses 6.1, 6.2, 6.3, 6.4, 6.5 and 6.6 are given by each Investor on a several basis (not on a joint or joint and several basis).

6.8 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to each Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with such Investor or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.9 [Reserved]

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of each Investor or the wholly-owned subsidiary of such Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements,

representations, warranties, undertakings, confirmations and acknowledgements by such Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of such Investor and its relationship between the Company and such Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including

submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

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

8.3 Each Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to such Investor or its subscription of its relevant proportion of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 Each Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of such Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Email:	maillorder@gyasset.com; op_perseverance@gyasset.com
Attention:	Trade Team & OP Team

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by each Investor in its relevant proportion pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 Each Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement (if any) entered into by each Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by each Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or each Investor to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against each Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by each Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

10.19 The obligations of each Investor under this Agreement shall be several and not joint between each Investor.

11. GOVERNING LAW AND JURISDICTION

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

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by

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

12. IMMUNITY

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

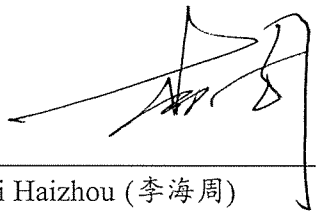
13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL (SINGAPORE) PTE. LTD. (acting in its capacity as an investment advisor or investment manager and on behalf of certain investment funds and separated managed accounts)

Name: Deng Xiaofeng

Title: Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

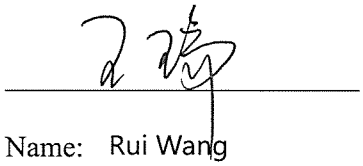
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 6,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which each Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by each Investor in its relevant proportion under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF PERSEVERANCE

Place of incorporation:	SINGAPORE
Certificate of incorporation number:	201833493C
Business registration number:	N/A
LEI number:	549300XTNDL4NYEGVH13
Business address and telephone number and contact person	10 Collyer Quay, Ocean Financial Centre, Level 40 Suite 30 and 31, Singapore 049315; Telephone number: +65 6808 6505; Contact person: Bo Wang
Principal activities:	Investment management and investment advisory
Ultimate controlling shareholder:	PERSEVERANCE ASSET MANAGEMENT INTERNATIONAL
Place of incorporation of ultimate controlling shareholder:	Cayman Islands
Business registration number and LEI number of ultimate controlling shareholder:	314322; 549300SNI8JVMUWCLA40
Principal activities of ultimate controlling shareholder:	Investment management and investment advisory
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Perseverance Asset Management Perseverance Asset Management International (Singapore) Pte. Ltd. ("Perseverance Asset Management") acts as the investment advisor or investment manager on a discretionary basis of no more than six investment funds and/or separated managed accounts (collectively the "Perseverance Funds"). No single ultimate beneficial owner holds 30% or more interest in each of the Perseverance Funds. Each of the Perseverance Funds is an Independent Third Party. Perseverance Asset Management is a private limited company incorporated in Singapore in October 2018, and holds a Capital Markets Services License for fund management with Monetary Authority of

	Singapore. Perseverance Asset Management is wholly owned by Perseverance Asset Management International, which is principally engaged in investment management and investment advisory services and an Independent Third Party. The Perseverance Funds' investment into the Company is advised by Mr. Qiu Guolu. Certain investments funds for which Perseverance Asset Management acts as the investment advisor or investment manager invested in ZIJIN GOLD INTERNATIONAL COMPANY LIMITED (紫金黃金國際有限公司) (stock code: 2259.HK), Contemporary Amperex Technology Co. and Limited (寧德時代新能源科技股份有限公司) (stock code: 3750.HK) and Acotec Scientific Holdings Limited (先瑞達醫療科技控股有限公司) (stock code: 6669.HK) as cornerstone investor. Perseverance Asset Management is entering into the cornerstone investment agreement with the Company in its capacity as an investment advisor or investment manager and on behalf of the Perseverance Funds.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places)	Cornerstone investor Non-SFC-authorised fund Existing shareholder (if any, subject to the FINI form submitted to the Stock Exchange)[1]

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

SCHEDULE 3

THE INVESTOR(S)

Investor(s)	certain investment funds and separated managed accounts as specified in the FINI form

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

DA CHENG INTERNATIONAL ASSET MANAGEMENT COMPANY LIMITED

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES....I

SCHEDULE 2 PARTICULARS OF INVESTOR....II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **Da Cheng International Asset Management Company Limited**, a company incorporated in Hong Kong whose registered office is at Suites 3513-3519, Jardine House,1 Connaught Place, Hong Kong（the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing , as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sponsor-Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering.

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions,

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

5. RESTRICTIONS ON THE INVESTOR

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

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and

the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing

Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range

set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may

and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to

other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the

subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth

in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors; and

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the

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

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or

any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the

Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights

and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering; or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations

under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted

the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address: Room 101, Office Building
No. 62 Yanhu Road, Yanchuan Community
Yanluo Subdistrict

	Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	Suites 3513-3519,Jardine House 1 Connaught Place,Hong Kong
Email:	sidney.xu@dcfund.com.hk
Facsimile:	N/A
Attention:	Sidney Xu

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

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

12. IMMUNITY

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

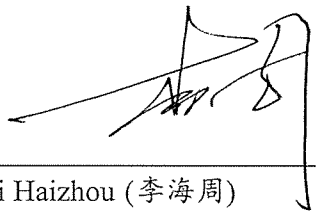
13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

Da Cheng International Asset Management Company Limited

By:

Name: LAM Chun Fai

Title: Managing Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

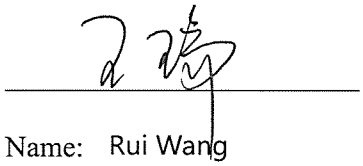
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US$3.5 million (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1320526
Business registration number:	50507264
LEI number:	N/A
Business address and telephone number and contact person	Business address: Suites 3513-3519, Jardine House,1 Connaught Place, Hong Kong Phone number: +852 3765 6743 Contact person: Sidney Xu
Principal activities:	Asset Management
Ultimate controlling shareholder:	No controlling shareholder or actual controller
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	Dacheng Fund Management Company Limited; 100%
Description of the Investor for insertion in the Prospectus:	**Da Cheng International** Established in Hong Kong on March 19, 2009 with registered capital of HK$200 million, Da Cheng International Asset Management Company Limited ("Da Cheng International"), a wholly-owned subsidiary of Dacheng Fund Management Company Limited ("Dacheng Fund"), strives to provide comprehensive and integrated asset management and investment consultancy services for its clients. No single ultimate beneficial owner holds 30% or more interest in Dacheng Fund. Pursuant to the SFO, Da Cheng International was licensed to carry out Type 1 (dealing in securities), Type 4 (advising on

	securities) and Type 9 (asset management) regulated activities, and it obtained the qualification as an investment manager of the National Social Security Fund in 2015 to serve as an investment manager of the National Council for Social Security Fund of the People's Republic of China (全國社會保障基金理事會). Da Cheng International acts as the investment manager or investment advisor, with discretionary investment power for Da Cheng China Balanced Fund which is managed or sub-managed by Da Cheng International. No single ultimate beneficial owner holds 30% or more interests in Da Cheng China Balanced Fund. Da Cheng International has a mature product line, which consists of public funds (including investments in China's securities markets and overseas securities markets), private funds and portfolios of discretionary accounts. Da Cheng International is one of the eleven Hong Kong subsidiaries with QFII/RQFII qualifications issued by CSRC and one of the only four holders of the National Social Security Fund Overseas Investment Manager qualification. In October 2018, Da Cheng International became one of the first batch to obtain the Hong Kong Stock Connect Overseas Investment Consultant Qualification.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places[1]	Cornerstone investor

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

廣發國際資產管理有限公司

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **廣發國際資產管理有限公司，**一家于香港注册成立的公司，其注册办事处地址位于香港湾仔骆克道 81 号广发大厦 25 楼，（下文简称「投资者」）；

3. **招商證券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“**保荐人兼整体协调人**”，及各为一名“**保荐人兼整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”。）

鉴于：

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

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配之规定）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

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

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

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

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

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

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

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

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成;

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

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

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

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义;

「**关联关系**」应具有中国证监会备案办法赋予该词的含义;

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指;

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构;

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引;

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改;

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改;

「**处置**」包括，就任何相关股份而言，直接或间接:

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

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

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

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

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

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

「**上市日**」指 H 股份在联交所主板的初始上市日期；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）；

「**发售股份**」具有国际发售通函赋予的含义；

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

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

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

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构；

「**人民币**」指人民币，中国的合法货币；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股;

「**联交所**」指香港联合交易所有限公司;

「**附属公司**」具有公司条例赋予的含义;

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区;

「**美元**」指美国的法定货币;及

「**美国投资者**」指(i)根据美国证券法 S 条例的第 902(k)(1)条界定的美国人,或(ii)根据美国联邦法规第 31 篇第 850.229 节,该条款系实施 14105 号行政命令的最终规则,已于 2025 年 1 月生效,界定的美国人,包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体(含外国分支机构)或位于美国境内的任何人士。

1.2 在本协议中,除非文意另有要求,否则:

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表;

(b) 索引、条款及附表标题仅为便利目的而设,并不影响本协议的构成或解释;

(c) 序文和附表构成本协议不可分割的一部分,具有相同的效力,如同明确载于本协议正文一般,对本协议的提述应包括序文和附表;

(d) 对单数的提述应包含复数,反之亦然,对单一性别的提述应包括另一性别;

(e) 对本协议或其他文书的提述应包含其变更或替换版本;

(f) 对法例、法例条文、法规或规则的提述应包括:

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述;

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文(不论有无更改)的提述;及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述;

(g) 提及“法规”时,包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官

方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期;

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

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

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

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

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投

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

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

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

2.3 [不适用]

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

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实：

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；

(b) 本公司与保荐人兼整体协调人（代表其及全球发售的包销商）已议定发售价；

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日、本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

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

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

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

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则

投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

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

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

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且

条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于全权委托投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于全权委托投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请 H 股，除非上市规则和/或指南允许。

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

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）

提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

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

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

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

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就H股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，根据适用法律对本次投资而言是实质性的和必需的批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将及时以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 其为（《证券及期货条例》附表 1 第 1 部第 1 段“专业投资者”定义(a)至(i)条所述的）机构专业投资者，或资产管理规模、基金规模、投资组合规模至少达 10 亿港元的投资者，且非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用全权委托基金和账户认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关

连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独

立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

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

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时

将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的H股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺；

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

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

7 终止

7.1 本协议可在以下情况下终止：

(a) 根据第 3.2、4.6 或 4.7 条终止；

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

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

8 公告及机密性

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

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 8.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

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

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室

电邮: niudongfeng@szzhaowei.net
传真: 不适用
收件人: 牛东峰先生

若发送至投资者，则发送至:

地址: 香港湾仔骆克道 81 号广发大厦 25 楼
电邮: product@gffunds.com.hk
传真: 不适用
收件人: 广发国际产品团队

若发送至招商，则发送至:

地址: 香港中环交易广场一座 48 楼
电邮: projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真: 不适用
收件人: CMS TP team

若发送至德意志亚洲，则发送至:

地址: 香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮: project.tp@list.db.com
传真: (+852) 2203 8888
收件人: DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

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

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

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

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

10.18　协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11　管辖法律及司法权区

11.1　本协议及各方之间的关系受香港法律管辖并按其解释。

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

12　豁免权

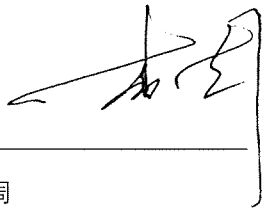
12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同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

13 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

代表
深圳市兆威机电股份有限公司

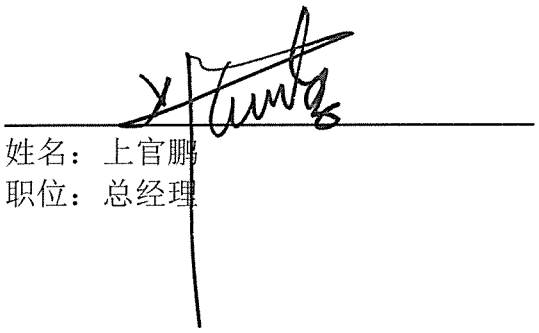


姓名:李海周

职位:执行董事

为及代表

廣發國際資產管理有限公司



姓名：上官鹏
职位：总经理

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

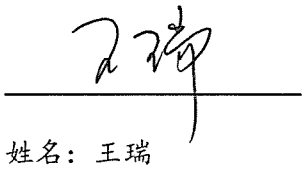
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

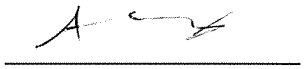
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理



姓名：張亦衛

職位：董事總經理

代表

德意志銀行香港分行

姓名： 王瑞

职位： 董事总经理

姓名： 张亦卫

职位： 董事总经理

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)300 万美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

投资者

注册成立地点:	香港湾仔骆克道 81 号广发大厦 25 楼
公司注册证书编号:	1539133
商业登记号码:	53466055-000-12-24-1
法人机构识别编码	25490086TTF7Z2MMP179
营业地址、电话号码及联系人	营业地址：香港湾仔骆克道 81 号广发大厦 25 楼 电话：852-36952848 联系人：广发国际
主要活动:	资产管理
最终控股股东:	广发基金管理有限公司，其控股股东为广发证券股份有限公司
最终控股股东的注册成立地点:	广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东的商业登记号码及法人机构识别编码:	91440000126335439C
最终控股股东的主要活动:	投资银行与经纪业务
股东及持有的权益:	广发基金管理有限公司持有广发国际资产管理有限公司 100%股份
待插入招股章程的投资者描述:	GF Management Co., Ltd. (廣發基金管理有限公司) ("GF Fund Management") was established on August 5, 2003. As of December 31, 2025, the company's assets under management exceeded 2 trillion yuan with comprehensive product lines, and covering active equity, bonds, currencies, overseas investment, passive investments, FOF, quantitative hedging,

etc., in order to meet the diversified investment needs of domestic and foreign clients. The controlling shareholder of GF Fund Management is GF Securities Co., Ltd. (廣發證券股份有限公司) ("GF Securities"), a limited company listed on the Stock Exchange (stock code: 1776) and Shenzhen Stock Exchange (stock code: 000776), which owns 54.53% shareholding in GF Fund Management. Apart from GF Securities, no other shareholder has a 30% or more shareholding in GF Fund Management.

GF International Investment Management Limited (廣發國際資產管理有限公司) ("GF Fund HK") is a wholly owned subsidiary of GF Fund Management. GF Fund HK (central number in the Hong Kong Securities and Futures Commission license: AXL121) was incorporated in Hong Kong in December 2010. GF Fund HK is licensed by SFC to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities in Hong Kong. GF Fund HK serves as the global investment and business platform for its parent company, GF Fund Management. As GF Fund Management's window company overseas, GF Fund HK strategically connects China and the overseas market. GF Fund HK capitalizes the investment and research capabilities of GF Fund Management and its competitive advantage in the overseas market to provide comprehensive quality service to its clients.

The subscription of the Offer Shares as a cornerstone investor will be made by GF Fund HK in their capacity as the discretionary investment manager of certain funds under their management, including (1) GF Luminous Fund SP, (2) GF Venus Fund SP and (3) Golden Stone Fund SP. Based on the best knowledge of GF Fund HK, each fund is an Independent

	Third Party, and no ultimate beneficial owner holds 30% or more interest.
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露）[1]	基石投资者 全权管理投资组合

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

Oakwise Growth Fund SPC – Global Select Opportunities Fund SP

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES I

SCHEDULE 2 PARTICULARS OF INVESTOR II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **Oakwise Growth Fund SPC – Global Select Opportunities Fund SP**, a company incorporated in the Cayman Islands whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, PO Box 10240, Grand Cayman, KY1-1002 Cayman Islands (the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public

in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with

Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or

outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S.

Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the

Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float

requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**")

on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its] representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its

directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date..

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the

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

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or

any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the

Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights

and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

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

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address: Room 101, Office Building

	No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	Suites 01-05, 32/F, AIA Central 1 Connaught Road Central Hong Kong
Email:	ops@oakwisecap.com; fhuang@oakwisecap.com
Facsimile:	N/A
Attention:	Mr. Felix Huang

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

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

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

12. IMMUNITY

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

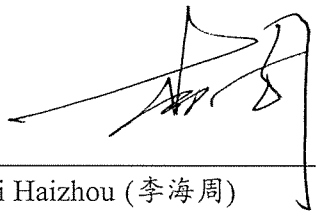
13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

Oakwise Growth Fund SPC - Global Select Opportunities Fund SP

By:

Name: WANG FENGYU
Title: Fund Authorized signatory

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

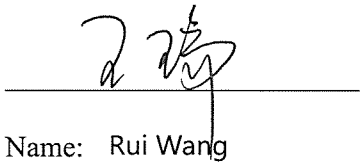
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	368559
Business registration number:	N/A
LEI number:	254900O0OQ2VZUUSHF49
Business address and telephone number and contact person	Suites 01-05, 32/F, AIA Central, 1 Connaught Road Central, Hong Kong
Principal activities:	Investment Fund
Ultimate controlling shareholder:	Integrity Vision Limited
Place of incorporation of ultimate controlling shareholder:	British Virgin Islands
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	Investment
Shareholder and interests held:	Integrity Vision Limited; 100%
Description of the Investor for insertion in the Prospectus:	**Oakwise Growth Fund** Oakwise Growth Fund SPC - Global Select Opportunities Fund SP ("Oakwise Growth Fund"), a segregated portfolio incorporated in the Cayman Islands, is managed by Oakwise Capital Management Ltd. ("Oakwise Capital"). The ultimate beneficiary of the Oakwise Growth Fund and Oakwise Capital is Dr.Wang Fengyu. With a global investment perspective, the Oakwise Growth Fund focuses on strategic emerging industries such as new technology, biotech pharmaceuticals, new consumption, new materials, high-end manufacturing, and new energy. Each

	of Oakwise Growth Fund, Oakwise Capital and Dr. Wang Fengyu is an Independent Third Party.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places[1]	Cornerstone investor

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

JUMP TRADING PACIFIC PTE. LTD

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES I

SCHEDULE 2 PARTICULARS OF INVESTOR II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **JUMP TRADING PACIFIC PTE. LTD.**, a company incorporated in Singapore whose registered office is at 8 Marina View #38-01, Asia Square Tower 1, Singapore 018960(the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**", and each a "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**").

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation as described in the Prospectus) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for

Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or

outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S.

Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such reasonable and necessary information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the

Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float

requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**")

on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its] representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its

directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date..

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the

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

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the

Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

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

warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 [Reserved]

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations

under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted

the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes to promptly provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address: Room 101, Office Building
No. 62 Yanhu Road, Yanchuan Community
Yanluo Subdistrict

	Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	Room 2063, Level 20, One IFC 1 Harbour View Street, Central, Hong Kong
Email:	capitalmarkets@jumptrading.com
Facsimile:	N/A
Attention:	Capital Markets team

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre

Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

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

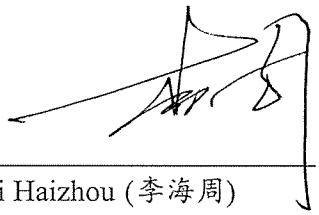
13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

JUMP TRADING PACIFIC PTE. LTD.

Name: Xiaoying Hu

Title: Authorized Signatory

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

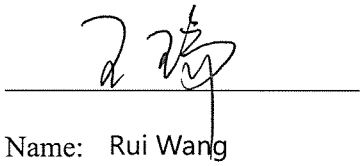
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1)Hong Kong dollar equivalent of US dollar 3,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Singapore
Certificate of incorporation number:	201106252Z
Business registration number:	201106252Z
LEI number:	549300NJ14K1JD7ET710
Business address and telephone number and contact person	8 Marina View #38-01, Asia Square Tower 1, Singapore 018960, +852 6384 3884, Edgar Hu
Principal activities:	Proprietary Trading
Ultimate controlling shareholder:	Jump Financial, LLC
Place of incorporation of ultimate controlling shareholder:	Delaware, USA
Business registration number and LEI number of ultimate controlling shareholder:	File number: 4228313
Principal activities of ultimate controlling shareholder:	Parent Company
Shareholder and interests held:	JTP Holdings Pte. Ltd., 100%
Description of the Investor for insertion in the Prospectus:	Jump Trading Pacific Pte. Ltd. ("**Jump Trading**") is part of Jump Trading Group. Founded in 1999, Jump Trading Group is one of the largest global financial trading groups. Jump Trading Group is headquartered in Chicago and has

offices in Chicago, New York, London, Hong Kong, Shanghai, Singapore, India, Amsterdam in addition to other major financial centers. As part of its investment activities, Jump Trading Group, Capital Markets Investment Team engages and invests in high-quality companies through equity raisings, and relies on the firm's best-in-class execution and strong corporate governance to make strategic investments. The Capital Markets Investments team is based in Hong Kong and consists of seasoned investment professionals with strong focus and understanding of company fundamentals. The team focuses and invests extensively across the Asia Pacific region. Jump Trading is controlled by two revocable trusts. No single ultimate beneficial owner holds 30% or more interests in Jump Trading. Each of Jump Trading and Jump Trading Group is an Independent Third Party. Jump

	Trading will subscribe for our Offer Shares on a proprietary investment basis.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places	cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

VVC TECHNOLOGY FUND LTD.

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES I

SCHEDULE 2 PARTICULARS OF INVESTOR II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **VVC Technology Fund Ltd.** , a company incorporated in the Cayman Islands whose registered office is at 71 Fort Street, PO Box 500, George Town, Grand Cayman KY1-1106, Cayman Islands (the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**").

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and3.1(e) cannot be waived, and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price.

2.5 The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e)

cannot be waived, and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived, and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor

Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company , the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors, and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and, the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors, and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or

outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.2, the Investor for itself agrees, covenants with and undertakes to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), provided that, for the avoidance of doubt, any change in the direct or indirect shareholding, limited partnership interests or beneficial interests of the Investor arising in the ordinary course of the Investor's fund operations, including without limitation subscriptions, redemptions or other customary fund activities, shall not constitute a directly or indirectly disposal, a transaction having the same economic effect as a directly or indirectly disposal, or a directly or indirectly change of control for the purposes of this Clause 5.1(a), provided further that no single person or group of persons acting in concert thereby acquires control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) over the Investor, and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing prior to the proposed disposal and will ensure that such disposal will comply with all applicable Laws.

Subject to the above paragraph, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors acknowledge that, after the expiry of the Lock-up Period, the Investor shall be free to dispose of any Relevant Shares, provided that the Investor shall use all reasonable endeavors to ensure that any such disposal will not create a disorderly

or false market in the H Shares and is otherwise in compliance with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and

restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares. For the avoidance of doubt, any capital contributions, subscriptions or funding provided by the Investor's shareholders, limited partners or other investors shall not constitute external financing.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor (for itself and on behalf of its wholly-owned subsidiary) hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors reasonably and legally required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant applicable laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

  (a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

  (b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

  (c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be

approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains

a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global

Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors; and

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly

or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor to the extent required by applicable Laws, Regulators or for the purpose of due diligence reviewed by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, provided that such information shall not be disclosed in any Public Document except as required by Laws or Listing Rules; (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) The Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, except for CLSA Limited, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is a Professional Investor or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment

basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor"

shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, /its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators, and the Joint

Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its/ officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause

4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 9.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. [RESERVED]

9. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

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

9.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 9.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

9.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 9.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 9.4, The Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

10. NOTICES

10.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 10.2 to the following addresses:

If to the Company, to:

Address: Room 101, Office Building

No. 62 Yanhu Road, Yanchuan Community
Yanluo Subdistrict
Bao'an District, Shenzhen City
PRC

Email: niudongfeng@szzhaowei.net
Facsimile: N/A
Attention: Mr. Niu Dongfeng

If to the Investor, to:

Address: 21st Floor, China World Office 1, No. 1 Jianguomenwai Avenue, Chaoyang District, Beijing, China
Email: chenyz@vertexventures.com
Facsimile: N/A
Attention: Yazhuo Chen

If to CMS HK, to:

Address: 48/F., One Exchange Square Central
Hong Kong
Email: projecttpecm@cmschina.com.hk;
projecttp@cmschina.com.hk
Facsimile: N/A
Attention: CMS TP team

If to DBHK, to:

Address: 60/F, International Commerce Centre
1 Austin Road
West Kowloon
Hong Kong
Email: project.tp@list.db.com
Facsimile: (+852) 2203 8888
Attention: DB Project TP team

10.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

11. GENERAL

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

or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

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

11.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

11.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

11.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

11.6 This Agreement will be executed in the English language only.

11.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

11.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

11.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

11.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

11.11 To the extent otherwise set out in this clause 11.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 11.11(a).

11.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

11.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

11.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

11.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

11.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

12. GOVERNING LAW AND JURISDICTION

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

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

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

13. IMMUNITY

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

14. PROCESS AGENT

14.1 the Investor irrevocably appoints Yazhuo Chen at 9b, Castle one by v, 1 Castle Road, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).

14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sponsor-Overall Coordinators, and the Joint Sponsors, and to deliver to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

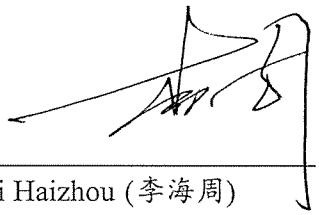
15. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

VVC Technology Fund Ltd.

By:

Xin Xiaoman

Name: Xin Xiaoman

Title: Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

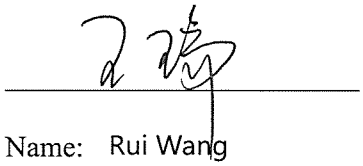
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	AY-429042
Business registration number:	N/A
LEI number:	N/A
Business address and telephone number and contact person	Business address: 71 Fort Street, PO Box 500, George Town, Grand Cayman KY1-1106, Cayman Islands Phone number: +86 15010607288 Contact person : Yazhuo Chen
Principal activities:	Investments
Ultimate controlling shareholder:	Vertex China TM Ltd.
Place of incorporation of ultimate controlling shareholder:	British Virgin Islands
Business registration number and LEI number of ultimate controlling shareholder:	2194982
Principal activities of ultimate controlling shareholder:	Investments
Shareholder and interests held:	Vertex China TM Ltd. ; 100%
Description of the Investor for insertion in the Prospectus:	VVC Technology VVC Technology Fund Ltd. ("VVC Technology") is an exempted company incorporated with limited liability

	under the laws of the Cayman Islands in December 2025 and has been registered with the Cayman Islands Monetary Authority as a mutual fund. As of February 9, 2026, VVC Technology was wholly-owned by Vertex China TM Ltd., a business company incorporated with limited liability under the laws of the British Virgin Islands. Vertex China TM Ltd. is backed by a sovereign fund from Singapore. Each of Vertex China TM Ltd. and VVC Technology is an Independent Third Party.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places	Cornerstone investor[1]

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

FACTORIAL MASTER FUND
AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES....I

SCHEDULE 2 PARTICULARS OF INVESTOR....II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **Factorial Master Fund,** a company incorporated in the Cayman Islands, whose registered office is at C/O One Nexus Way, Camana Bay, Grand Cayman, KY1-9005, Cayman Islands **(**the "**Investor**"**);**

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**").

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation as described in the Prospectus) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**dispose of**" includes, in respect of any Relevant Shares, directly selling them. For avoidance of doubt, any risk-management pertaining to other shares of the Company that are not Relevant Shares, or shares of any other company(ies) or index or basket of stocks or derivatives thereon shall not constitute "dispose of" and shall be permitted;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

"**Investor-related Information**" has the meaning given to it in clause 6.2(h);

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any

obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is sixty (60) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sponsor-Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

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

such manner as shall be determined by the Company and the Sponsor-Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in consultation with the investor to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in consultation with the investor for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators

and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 Except for their fraud, negligence or willful default, none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

transaction described in (i), (ii) and (iii), and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing prior to the proposed disposal and will ensure that such disposal will comply with all applicable Laws.

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor may obtain external financing from its prime broker in its normal course of business to finance its subscription of the Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents.

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the

Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in consultation with the Investor for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that except for their fraud, negligence or willful default, none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents,

advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and except for their fraud, negligence or willful default, none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and except for their fraud, negligence or willful default, none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its

respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) except for their fraud, negligence or willful default, none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, except for their fraud, negligence or willful default, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and except for their fraud, negligence or willful default, none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any

judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) other than the external financing as described under clause 5.6, the remaining payment for the Investor Shares will be satisfied by the Investor using its own fund;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the

total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) [Reserved]

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(cc) The Investor, its respective beneficial owner(s) or any of its associates may apply for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators.

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares

pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including

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

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

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	Factorial Master Fund C/O Factorial Management Limited Unit B, 12/F, On Hing Building 1 On Hing Terrace Central Hong Kong SAR China
Email:	manager@factorialcapital.com; ops@factorialcapital.com; coo@factorialcapital.com

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt)

48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 The Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

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

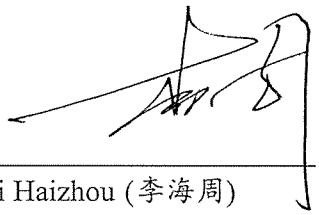
12. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

Factorial Master Fund

By:

_____

Name: Barun Agarwal
Title: Authorised Signatory

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

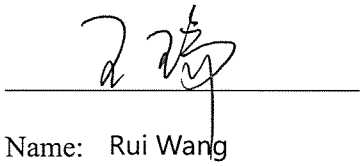
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in consultation with the Investor for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their in consultation with the Investor for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	WK-263313
Business registration number:	626102
LEI number:	2549001NQ7BAVV6W4T53
Business address and telephone number and contact person:	**Registered** C/O One Nexus Way, Camana Bay, Grand Cayman, KY1-9005, Cayman Islands **Business** C/O Unit B, 12/F On Hing Building, 1 On Hing Terrace, Central, Hong Kong
Principal activities:	Pooled Investment Vehicle
Ultimate controlling shareholder(s):	Factorial Management Limited (100% of Management Shares)
Place of incorporation of ultimate controlling shareholder(s):	Hong Kong
Business registration number and LEI number of ultimate controlling shareholder(s):	254900335WSCL5NYU573
Principal activities of ultimate controlling shareholder(s):	Factorial Management Limited is the investment manager to Factorial Master Fund
Shareholder and interests held:	Barun Agarwal 100%
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees:	Cornerstone investor.

Description of the Investor for insertion in the Prospectus:	Factorial Master Fund ("FMF") is managed by Factorial Management Limited ("FML") in its capacity as the investment manager on a discretionary basis. FML is domiciled in Hong Kong and is licensed by the SFC for the regulated activity of asset management (Type 9 license). FML is wholly owned by its founder and chief investment officer, Mr. Barun Agarwal. Save for Mr. Barun Agarwal, no other ultimate beneficial owner of each of Factorial and FML holds 10% or more of beneficial interest. Each of FMF, FML and Mr. Barun Agarwal is an Independent Third Party.

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

苏州太湖金谷建设发展有限公司

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **苏州太湖金谷建设发展有限公司**（一家在中国注册成立的公司，注册办事处位于中国江苏省苏州市高新区科灵路 37 号，下文简称「投资者」）；

3. **招商證券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“**保荐人兼整体协调人**”，及各为一名“**保荐人兼整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”。）

鉴于：

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

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

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

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

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

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

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

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

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

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成;

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

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

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

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义;

「**关联关系**」应具有中国证监会备案办法赋予该词的含义;

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指;

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构;

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引;

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改;

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改;

「**处置**」包括，就任何相关股份而言，直接或间接:

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释;

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义;

「**全球发售**」具有序文(A)赋予的含义;

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

「**本集团**」指本公司及其附属公司;

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》;

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「**国际发售**」具有序文(A)赋予的含义；

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

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

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

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

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

「**上市日**」指 H 股份在联交所主板的初始上市日期；

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

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）；

「**发售股份**」具有国际发售通函赋予的含义；

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

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

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

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

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

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构；

「**人民币**」指人民币，中国的合法货币；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

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

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国投资者**」指（i）根据美国证券法 S 条例的第 902(k)(1)条界定的美国人，或（ii）根据美国联邦法规第 31 篇第 850.229 节，该条款系实施 14105 号行政命令的最终规则，已于 2025 年 1 月生效，界定的美国人，包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体（含外国分支机构）或位于美国境内的任何人士。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表；

(b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；

(d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) 对本协议或其他文书的提述应包含其变更或替换版本；

(f) 对法例、法例条文、法规或规则的提述应包括：

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述；

(g) 提及“法规”时，包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

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

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

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

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

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

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

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

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

2.3 [不适用]

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

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实:

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止;

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价;

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日）并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

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

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

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

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则

投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

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

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

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且

条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请H股，除非上市规则和/或指南允许。

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

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是

相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

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

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

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

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就H股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 其非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用自有资金或由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配

售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前12个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过FINI向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在FINI上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所FINI承配人名单模板所列或FINI界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第12.08A条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见S规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录F1（权益证券的配售指引）、指南第4.15章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

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

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、

承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务。；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺;

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及;

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

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

7 终止

7.1 本协议可在以下情况下终止:

(a) 根据第 3.2、4.6 或 4.7 条终止;

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述

或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

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

8 公告及机密性

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

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 9.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

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

若发送至本公司，则发送至：

地址：	中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室
电邮：	niudongfeng@szzhaowei.net
传真：	不适用
收件人：	牛东峰先生

若发送至投资者，则发送至：

地址:	中国江苏省苏州市高新区科灵路 37 号
电邮:	cxy@sndvc.com
传真:	不适用
收件人:	陈星宇先生

若发送至招商，则发送至:

地址:	香港中环交易广场一座 48 楼
电邮:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真:	不适用
收件人:	CMS TP team

若发送至德意志亚洲，则发送至:

地址:	香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮:	project.tp@list.db.com
传真:	(+852) 2203 8888
收件人:	DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各

联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发

出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

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

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

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

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

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方

确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

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

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何

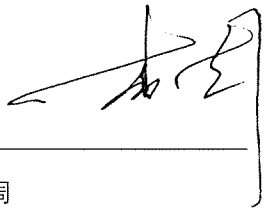
仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

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

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

为及代表
苏州太湖金谷建设发展有限公司

姓名：虞磊
职位：总经理

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

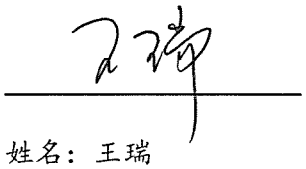
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

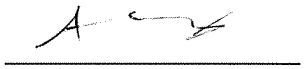
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理



姓名：張亦衛

職位：董事總經理

代表

德意志銀行香港分行

姓名： 王瑞

职位： 董事总经理

姓名： 张亦卫

职位： 董事总经理

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)5,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

<u>投资者</u>

注册成立地点:	中国
公司注册证书编号:	91320505796521054E
商业登记号码:	N/A
法人机构识别编码	91320505796521054E
营业地址、电话号码及联系人	营业地址：中国江苏省苏州市高新区科灵路 37 号 电话号码：0512-68310913 联系人：朱坤
主要活动:	项目的建设开发；高新技术及产品设计、开发、销售、服务及其信息咨询；高新技术项目及企业投资；科技、经贸、投资政策管理信息咨询；企业经营、管理信息咨询；自有房产出租，科技园内的管理、物业管理。（依法须经批准的项目，经相关部门批准后方可开展经营活动）
最终控股股东:	苏州国家高新技术产业开发区管理委员会（苏州市虎丘区人民政府）
最终控股股东的地址:	江苏省苏州市高新区科普路 58 号科技大厦
最终控股股东的商业登记号码及法人机构识别编码:	11320511MB0599025A

最终控股股东的主要活动:	N/A
股东及持有的权益:	持有投资者 100%股权
待插入招股章程的投资者描述:	苏州太湖金谷建设发展有限公司（“太湖金谷”）是一家根据中华人民共和国法律于 2016 年 12 月注册成立的公司，最终由苏州国家高新技术产业开发区管理委员会（苏州国家高新技术产业开发区管理委员会）（“苏州高新区”）控制。太湖金谷专注于对高科技项目和企业的投资，包括但不限于固德威技术股份有限公司（固德威技术股份有限公司）（股票代码：688390.SH）和苏州瑞玛精密工业集团股份有限公司（苏州瑞玛精密工业集团股份有限公司）（股票代码：002976.SZ）。太湖金谷和苏州高新区均为独立第三方。
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

TOPSTAR WORLDWIDE GROUP LIMITED

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **TOPSTAR WORLDWIDE GROUP LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit 532B, 5/F, Star House, 3 Salisbury Road, Tsim Sha Tsui, Hong Kong(the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS**");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

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

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

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

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

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

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with

Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1)clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or

outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

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

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

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

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S.

Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and its respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the

Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters or a non-syndicate distributor of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as

otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers,

employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representative; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its

directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors; and

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date.

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

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the

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

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and it beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the

Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

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

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

warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 The respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights

under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

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

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

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

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

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

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

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

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

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net

Facsimile: N/A
Attention: Mr. Niu Dongfeng

If to the Investor, to:

Address: 3 Keyuan West 2nd Road, Songshan Lake Park, Dongguan City, Guangdong Province
Email: topstar@topstarltd.com
Facsimile: N/A
Attention: ShiMei Xie

If to CMS HK, to:

Address: 48/F., One Exchange Square Central
Hong Kong
Email: projecttpecm@cmschina.com.hk;
projecttp@cmschina.com.hk
Facsimile: N/A
Attention: CMS TP team

If to DBHK, to:

Address: 60/F, International Commerce Centre
1 Austin Road
West Kowloon
Hong Kong
Email: project.tp@list.db.com
Facsimile: (+852) 2203 8888
Attention: DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

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

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a

third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

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

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement,

have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

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

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

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

12. IMMUNITY

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

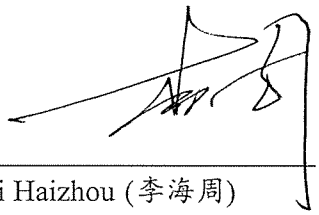
13. COUNTERPARTS

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

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司

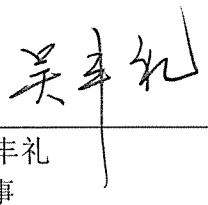


Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

TOPSTAR WORLDWIDE GROUP LIMITED
拓斯達環球集團有限公司

By:



Name: 吴丰礼
Title: 董事

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

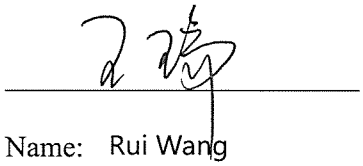
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of RMB 30,000,000 (calculated using the closing Hong Kong dollar: RMB exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	2606445
Business registration number:	68471637
LEI number:	N/A
Business address and telephone number and contact person	Business address: Unit 532B, 5/F, Star House, 3 Salisbury Road, Tsim Sha Tsui, Hong Kong; Contact person: YunShen Sun; Phone number: 19866736919
Principal activities:	Commerce
Ultimate controlling shareholder:	Guangdong Topstar Technology Co., Ltd. (廣東拓斯達科技股份有限公司) (stock code: 300607.SZ)
Place of incorporation of ultimate controlling shareholder:	PRC
Business registration number and LEI number of ultimate controlling shareholder:	91441900663304451G
Principal activities of ultimate controlling shareholder:	primarily centered on industrial robots and automation application systems and supported by high-end 5-axis linkage CNC machining centers and injection molding equipment.
Shareholder and interests held:	Guangdong Topstar Technology Co., Ltd. (廣東拓斯達科技股份有限公司) (stock code: 300607.SZ); 100%
Description of the Investor for insertion in the Prospectus:	**Topstar Worldwide** TOPSTAR WORLDWIDE GROUP LIMITED (拓斯達環球集有限公 司) ("Topstar Worldwide") is a company incorporated in Hong Kong with limited liability in November 2017, a

	wholly-owned subsidiary of Guangdong Topstar Technology Co., Ltd. (廣東拓斯達科技股份有限公司) (stock code: 300607.SZ) ("Topstar Technology"). Topstar Technology primarily centered on industrial robots and automation application systems and supported by high-end 5-axis linkage CNC machining centers and injection molding equipment. To the best of our Directors' knowledge, information and belief after making all reasonable enquiries and as confirmed by Topstar Worldwide, approval from the Shenzhen Stock Exchange is not required for the subscription for the Offer Shares by Topstar Worldwide pursuant to the relevant Cornerstone Investment Agreement. Each of Topstar Worldwide and Topstar Technology is an Independent Third Party.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places)	Cornerstone investor[1]

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

CORNERSTONE INVESTMENT AGREEMENT

FEBRUARY 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

CHINA SECURITIES (INTERNATIONAL) INVESTMENT COMPANY LIMITED
(建投(海外)投資有限公司)

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES I

SCHEDULE 2 PARTICULARS OF INVESTOR II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **China Securities (International) Investment Company Limited (建投(海外)投資有限公司)**, a company incorporated in Hong Kong whose registered office is at 18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong (the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

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

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

(D) The Investor ("**CSCI Investment**") and CSC Financial Co., Ltd. (中信建投証券股份有限公司) will enter into one or more series of cross border delta-one OTC swap transactions (the "OTC Swaps") with each other and Virtues Experiment No.2 Private Securities Investment Fund (双城实验 2 号私募证券投资基金)("**CSC Ultimate Client**"), pursuant to which the Investor will hold the Offer Shares to be subscribed under this Agreement on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Offer Shares are ultimately passed to the CSC Ultimate Client, subject to customary fees and commissions. The OTC Swaps will be fully funded by the CSC Ultimate Client.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

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

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

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

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

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

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

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

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

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) except for the OTC Swaps, entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

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

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

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

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

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

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

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

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

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

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

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

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

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

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the

prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

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

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

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

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

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

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

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

"**proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

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

"**Regulation S**" means Regulation S under the Securities Act;

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

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

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

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

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

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

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

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators

and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 [Reserved]

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for itself and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked

or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sponsor-Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times

contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sponsor-Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sponsor-Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE CSC ULTIMATE CLIENT

5.1 The Investor agrees, covenants with and undertakes to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable

for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators that the CSC Ultimate Client will remain invested in the relevant OTC Swaps during the Lock-Up Period with substantially the same legal effect as Clause 5.1 above.

The Investor hereby confirms to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.

5.2 [Reserved]

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, each of the aggregate holding (direct and indirect) of the Investor in the total issued share capital of the Company and (ii) the aggregate holding (direct and indirect) of the CSC Ultimate Client and their respective close associates in the total issued share capital of the Company shall, for the period commencing from the Listing Date up to six months after the Listing Date, be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital and it would not become a core connected person of the Company within the meaning of the Listing Rules. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that subscription of the Investor Shares under this Agreement is not on a proprietary investment basis, and the CSC Ultimate Client's investment in the OTC Swaps are on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the CSC Ultimate Client's investment in the OTC Swaps in connect ion with the Investor's subscription of the Investor Shares is on a proprietary investment basis. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not, and shall procure that none of the CSC Ultimate Client, the Investor's and the CSC Ultimate Client's respective controlling shareholder(s), associates and their respective beneficial owners shall, not apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares or otherwise agreed by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) or make an application for the Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the CSC Ultimate Client to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Investor, the CSC Ultimate Client and their respective affiliates, associates, directors, officers, employees, agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that save for documentation relating to the OTC Swaps and the undertakings to be provided by the CSC Ultimate Client to the Investor in connection with the representations and other obligations of the Investor contemplated under this Agreement and prior notification regarding the OTC Swaps and related arrangement for subscription of the Relevant Shares, none of the Investor, CSC Ultimate Client or their respective affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. the Investor (for itself and on behalf of its wholly-owned subsidiary) hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the CSC Ultimate Client and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering, and that the Investor and the CSC Ultimate Client will be referred to in the Public Documents and such other marketing and roadshow

materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor and the CSC Ultimate Client as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor and the CSC Ultimate Client shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States

and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) [Reserved]

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") and to the CSC Ultimate Client on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the CSC Ultimate Client or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or the CSC Ultimate Client and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the CSC Ultimate Client and/or their respective representatives on a confidential basis may not be reproduced, disclosed,

circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the CSC Ultimate Client in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the CSC Ultimate Client and/or their respective representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CSC Ultimate Client and/or their respective representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CSC Ultimate Client and/or heir respective representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or the CSC Ultimate Client, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the CSC Ultimate Client in determining whether to invest in the Investor Shares or the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its respective

agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor and the CSC Ultimate Client has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the CSC Ultimate Client by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the CSC Ultimate Client or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and/or the CSC Ultimate Client as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor and the CSC Ultimate Client will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or the CSC Ultimate Client or their respective subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under

the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the OTC Swaps, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor as agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on one business day immediately prior to the Listing Date.

6.2 The Investor for itself and on behalf of its wholly-owned subsidiary further represents, warrants and undertakes to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor ware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor and the CSC Ultimate Client of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the CSC Ultimate Client or (ii) the Laws of any jurisdiction to which the Investor the CSC Ultimate Client is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the CSC Ultimate Client in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the CSC Ultimate Client or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the CSC Ultimate Client;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, the CSC Ultimate Client and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement (including the OTC Swaps) or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or

investment product); and/or (iv) any connected relationship between the Investor, the CSC Ultimate Client or their respective beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor and the CSC Ultimate Client has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor, and its beneficial owner(s), and to the Investor's best knowledge after due inquiry, the CSC Ultimate Client and its respective beneficial owner(s) and/or associates, , (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not

constitute a connected transaction or result in the Investor, the CSC Ultimate Client and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the OTC Swaps and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the investment in the OTC Swaps by the CSC Ultimate Client will be fully funded by the CSC Ultimate Client and the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, or to the Investor's knowledge, the CSC Ultimate Client, or their beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this

Agreement) or existing shareholder of the Company or its close associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor and the CSC Ultimate Client has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) to the Investor's knowledge, none of the Investor and the CSC Ultimate Client is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the , Sponsor-Overall Coordinators, the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor, and to the Investor's knowledge, each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) to the Investor's knowledge, except as disclosed in the Schedule 2, no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor and, the CSC Ultimate Client or their affiliates, or to the Investor's knowledge, directors, supervisors, officers, employees or agents

on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement and the OTC Swaps, none of the Investor and, the CSC Ultimate Client has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor and to the Investor's knowledge, the CSC Ultimate Client, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement (other than the OTC Swaps) or other financial or investment product involving the Investor Shares; and

(cc) to the Investor's knowledge, unless in compliance with the applicable requirements of the Listing Rules and the Guide and/or any relevant waiver or consent granted by the Stock Exchange, none of the Investor and the CSC Ultimate Client, their respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and the OTC Swaps.

6.3 The Investor represents and warrants to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name, the name of the CSC Ultimate Client and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, the CSC Ultimate Client, the OTC Swaps, and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the CSC Ultimate Client and the groups of companies of which any of them is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and that it will promptly notify in writing of any changes to such description

and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators.

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors as soon as reasonably practicable in writing if it is aware that any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the CSC Ultimate Client where any Relevant Shares are to be held by such wholly-owned subsidiary, or their respective officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses (collectively "Losses") which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that the indemnity in this clause 6.5 shall not apply to the extent any Loss finally judicially determined by a court/arbitration panel of competent jurisdiction to have been caused solely and directly by the gross negligence, willful misconduct or fraud of such Indemnified Party.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors, the CSC Ultimate Client or their respective affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor (including a

material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor and/or the CSC Ultimate Client under this Agreement) on or before the closing of the International Offering; or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 9.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sponsor-Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and the CSC Ultimate Client and the relationship between the Company and the Investor and the CSC Ultimate Client may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including

submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor or the CSC Ultimate Client, except where the Investor shall have consulted the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

8.4 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor and the CSC Ultimate Client prior to publication. The Investor shall cooperate with the Company, the Sponsor-Overall Coordinators and the Joint Sponsors to ensure that all references to it and the CSC Ultimate Client in such Public Documents are true, complete, accurate and not misleading, and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective counsels.

8.5 The Investor undertakes as soon as reasonably practicable to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor and the CSC Ultimate Client in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 10.2 to the following addresses:

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong
Email:	derivatives@csci.hk; otc-settlement@csci.hk
Attention:	Derivatives Trading Department

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Joint Sponsors and the Sponsor-Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Sponsor-Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Sponsor-Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Sponsor-Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Sponsor-Overall Coordinators, to the extent permitted by applicable laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 The Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and

no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

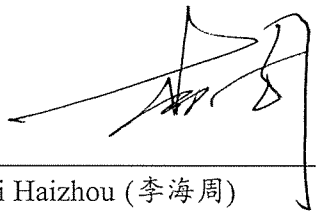
13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司

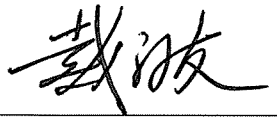


Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

China Securities (International) Investment Company Limited

(建投(海外)投資有限公司)



Name: Mr. Dai Bo

Title: Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

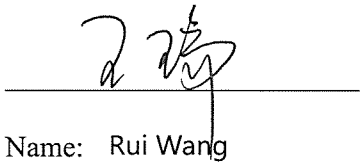
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US$4.0 million (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong, China
Certificate of incorporation number:	2264171
Business registration number:	65026013
LEI number:	254900JKG3HP5J909V84
Business address and telephone number and contact person	18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong Telephone: +852 3465 5600 Attn: Derivatives Trading Department
Principal activities:	OTC derivatives trading and proprietary trading
Ultimate controlling shareholder:	CSC Financial Co., Ltd. (中信建投証券股份有限公司) (6066.HK and 601066.SH)
Place of incorporation of ultimate controlling shareholder:	China
Business registration number and LEI number of ultimate controlling shareholder:	529900K0C62QAJ4ND963
Principal activities of ultimate controlling shareholder:	A global investment bank that provides financial services
Shareholder and interests held:	China Securities (International) Finance Holding Company Limited (中信建投(國際)金融控股有限公司) being 100% shareholder of the Investor
Description of the Investor for insertion in the Prospectus:	**Virtues Capital and China Securities (International) Investment Company Limited (in connection with the OTC Swaps)** CSC Financial Co., Ltd. (中信建投証券股份有限公司) ("CSC") (stock code: 601066.SH and 6066.HK) and China Securities (International) Investment Company Limited (建投(海外)投資有限公司) ("CSCI Investment") will enter into a series of cross border delta-one OTC equity swap transactions (collectively, the "OTC Swaps") with each other and Virtues Experiment No. 2 Private Securities Investment Fund (雙城實驗 2 號私募證

券投資基金) (the "CSC Ultimate Client"), pursuant to which CSCI Investment will hold the Offer Shares on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Offer Shares are passed to the CSC Ultimate Client, subject to customary fees and commissions. The OTC Swaps will be fully funded by the CSC Ultimate Client. During the terms of the OTC Swaps, all economic returns of the Offer Shares subscribed by CSCI Investment will be passed to the CSC Ultimate Client and all economic loss shall be borne by the CSC Ultimate Client through the OTC Swaps, and CSCI Investment will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The OTC Swaps are linked to the Offer Shares and the CSC Ultimate Client may, after expiration of the lock-up period beginning from the date of the cornerstone agreement entered into between CSCI Investment and the Company and ending on the date which is six months from the Listing Date, request to early terminate the OTC Swaps at their own discretions, upon which CSCI Investment may dispose of the Offer Shares and settle the OTC Swaps in cash in accordance with the terms and conditions of the OTC Swaps. Despite that CSCI Investment will hold the legal title of the Offer Shares by itself, it will not exercise the voting rights attaching to the relevant Offer Shares during the terms of the OTC Swaps. To the best of CSCI Investment's knowledge having made all reasonable inquiries, the CSC Ultimate Client is an independent third party of CSCI Investment, China Securities (International) Corporate Finance Company Limited ("CSCI") and the companies which are members of the same group of CSCI, and no single ultimate beneficial owner holds 30% or more interests in the CSC Ultimate Client.

The CSC Ultimate Client is managed by Zhuhai Virtues United Investment Management Co., Ltd. ("Zhuhai Virtues"), an affiliate of Virtues Capital, is a private fund management company registered with the Asset Management Association of China**,** which acts as the fund manager of several domestic private equity funds. Virtues Capital, together with its affiliates (including but not limited to Zhuhai Virtues), is a private equity investment management firm established in 2016, with a focus on fundamental research and value investing, and striving for a deep

	understanding of entrepreneurs and a strong respect for entrepreneurial spirit, with primary investment interests in the consumer, technology, and healthcare sectors in the Greater China region. Mr. FENG YE, an independent third party, is the principal shareholder and ultimate beneficial owner of Virtues Capital and has more than 25 years of experience in financial institutions in mainland China and Hong Kong. No other shareholder holds 30% or more of the equity interests in Virtues Capital. As confirmed by Virtues Capital, the subscription for Offer Shares as a cornerstone investor will be made by Virtues Capital, acting in its capacity as the fund manager of domestic private funds, through a total return swap arrangement.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places[1]	Cornerstone investor

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

CHINA GALAXY INTERNATIONAL INVESTMENT COMPANY LIMITED
(中国银河国际投资有限公司)

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES....I

SCHEDULE 2 PARTICULARS OF INVESTOR....II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **China Galaxy International Investment Company Limited (中国银河国际投资有限公司)**, a company incorporated in Hong Kong whose registered office is at 20/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong (the "**Investor**" or "**CGII**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

(A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the "**Listing**") by way of a global offering (the "**Global Offering**") comprising:

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

(D) The Investor("CGII") and China Galaxy Securities Co., Ltd. ("CGS") will enter into a series of cross border delta-one OTC equity swap transactions (collectively, the "Hengbang OTC Swaps") with each other and Hengbang Yuqing Multi-Strategy Fund I Private Securities Investment Fund (恒邦余庆复合策略一号私募证券投资基金) (the "Hengbang Yuqing"), Hengbang Technology Pioneer Private Securities Investment Fund (恒邦科技先锋私募证券投资基金) (the "Hengbang Pioneer"), Hengbang Technology Advanced Private Securities Investment Fund (恒邦科技先进私募证券投资基金) (the "Hengbang Advanced", together with Hengbang Yuqing and Hengbang Pioneer, the "CGII Ultimate Clients"), pursuant to which CGII will hold the Offer Shares on a non-discretionary basis to hedge the Hengbang OTC Swaps while the economic risks and returns of the underlying Offer Shares are ultimately borne by Hengbang, subject to customary fees and commissions. The Hengbang OTC Swaps will be fully funded by CGII Ultimate Clients.

(E) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

"**AFRC**" means The Accounting and Financial Reporting Council of Hong Kong;

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;

"**Approvals**" has the meaning given to it in clause 6.2(g);

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant

implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

"**CMI(s)**" means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) except for the Hengbang OTC Swaps, entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"**Global Offering**" has the meaning given to it in Recital (A);

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

"**Guide**" means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;

"**International Offering**" has the meaning given to it in Recital (A);

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

"**Investor-related Information**" has the meaning given to it in clause 6.2(i);

"**Investor Shares**" means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sponsor-Overall Coordinators;

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

"**Lock-up Period**" has the meaning given to it in clause 5.1;

"**Offer Price**" means the final Hong Kong dollar price per Offer Share (exclusive of Brokerage and Levies) at which the Offer Shares are to be offered or sold pursuant to the Global Offering;

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;

"**proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

"**Regulation S**" means Regulation S under the Securities Act;

"**Regulators**" has the meaning given to it in clause 6.2(i);

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

"**SFC**" means The Securities and Futures Commission of Hong Kong;

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Companies Ordinance;

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 [Reserved]

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for itself and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sponsor-Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sponsor-Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sponsor-Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other

things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system,

embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE CGII ULTIMATE CLIENTS

5.1 The Investor agrees, covenants with and undertakes to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) except for the Hengbang OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators that the CGII Ultimate Clients will remain invested in the relevant Hengbang OTC Swaps during the Lock-Up Period with substantially the same legal effect as Clause 5.1 above.

The Investor hereby confirms to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that the tenor of the Hengbang OTC Swaps is equal to or longer than the Lock-up Period.

5.2 [Reserved]

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, each of the aggregate holding (direct and indirect) of the Investor in the total issued share capital of the Company and (ii) the aggregate holding (direct and indirect) of the CGII Ultimate Clients and their respective close associates in the total issued share capital of the Company shall, for the period commencing from the Listing Date up to six months after the Listing Date, be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital and it would not become a core connected person of the Company within the meaning of the Listing Rules. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that subscription of the Investor Shares under this Agreement is not on a proprietary investment basis, and the CGII Ultimate Clients' investment in the Hengbang OTC Swaps are on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall

Coordinators and the Joint Sponsors showing that the CGII Ultimate Clients' investment in the Hengbang OTC Swaps in connect ion with the Investor's subscription of the Investor Shares is on a proprietary investment basis. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not, and shall procure that none of the CGII Ultimate Clients, the Investor's and the CGII Ultimate Clients' respective controlling shareholder(s), associates and their respective beneficial owners shall, not apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares or otherwise agreed by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) or make an application for the Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 Save for documentation relating to the Hengbang OTC Swaps and the undertaking to be provided by the CGII Ultimate Clients to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Investor, the CGII Ultimate Clients and their respective affiliates, associates, directors, officers, employees, agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that save for documentation relating to the Hengbang OTC Swaps and the undertakings to be provided by the CGII Ultimate Clients to the Investor in connection with the representations and other obligations of the Investor contemplated under this Agreement and prior notification regarding the Hengbang OTC Swaps and related arrangement for subscription of the Relevant Shares, none of the Investor, CGII Ultimate Clients or their respective affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 [Reserved]

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 the Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. the Investor (for itself and on behalf of its wholly-owned subsidiary) hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the

Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the CGII Ultimate Clients and the relationship and arrangements between the Parties contemplated by this Agreement and the Hengbang OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering, and that the Investor and the CGII Ultimate Clients will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display on the websites of the Company and the Stock Exchange in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor and the CGII Ultimate Clients as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor and the CGII Ultimate Clients shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may

and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) [Reserved]

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") and to the CGII Ultimate Clients on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or Hengbang OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the CGII Ultimate Clients or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause

6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or the CGII Ultimate Clients and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the CGII Ultimate Clients and/or their respective representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the CGII Ultimate Clients in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the CGII Ultimate Clients and/or their respective representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CGII Ultimate Clients and/or their respective representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CGII Ultimate Clients and/or heir respective representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or the CGII Ultimate Clients, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the CGII Ultimate Clients in determining whether to invest in the Investor Shares or the Hengbang OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor and the CGII Ultimate Clients has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the CGII Ultimate Clients by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the CGII Ultimate Clients or their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or

recommendation to the Investor and/or the CGII Ultimate Clients as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor and the CGII Ultimate Clients will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or the CGII Ultimate Clients or their respective subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the Hengbang OTC Swaps, the Sponsor-Overall Coordinators and the Joint Sponsors;

the Investor as agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date.

6.2 The Investor for itself further represents, warrants and undertakes to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor ware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor and the CGII Ultimate Clients of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the CGII Ultimate Clients or (ii) the Laws of any jurisdiction to which the Investor the CGII Ultimate Clients is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the CGII Ultimate Clients in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the CGII Ultimate Clients or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the CGII Ultimate Clients;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, the CGII Ultimate Clients and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their

respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement (including the Hengbang OTC Swaps) or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the CGII Ultimate Clients or their respective beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor and the CGII Ultimate Clients has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor, and its beneficial owner(s), and to the Investor's best knowledge after due inquiry, the CGII Ultimate Clients and its respective beneficial owner(s) and/or associates, , (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor, the CGII Ultimate Clients and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the Hengbang OTC Swaps and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement and the Hengbang OTC Swaps; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the investment in the Hengbang OTC Swaps by the CGII Ultimate Clients will be fully funded by the CGII Ultimate Clients and the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio

agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, the CGII Ultimate Clients, or their beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its close associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor and the CGII Ultimate Clients has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor and the CGII Ultimate Clients is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the , Sponsor-Overall Coordinators, the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor, each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) except as disclosed in the Schedule 2, no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor and, the CGII Ultimate Clients or their affiliates, or to the Investor's knowledge, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement and the Hengbang OTC Swaps, none of the Investor and, the CGII Ultimate Clients has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor and to the Investor's knowledge, the CGII Ultimate Clients, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement (other than the Hengbang OTC Swaps) or other financial or investment product involving the Investor Shares; and

(cc) unless in compliance with the applicable requirements of the Listing Rules and the Guide and/or any relevant waiver or consent granted by the Stock Exchange, none of the Investor and the CGII Ultimate Clients, their respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and the Hengbang OTC Swaps.

6.3 The Investor represents and warrants to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name, the name of the CGII Ultimate Clients and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, the CGII Ultimate Clients, the Hengbang OTC Swaps, and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the CGII Ultimate Clients and the groups of companies of which any of them is a member to be included in such drafts of the Public Documents and other marketing

materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators.

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors as soon as reasonably practicable in writing if it is aware that any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the CGII Ultimate Clients where any Relevant Shares are to be held by such wholly-owned subsidiary, or their respective officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses (collectively "Losses") which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that the indemnity in this clause 6.5 shall not apply to the extent any Loss finally judicially determined by a court/arbitration panel of competent jurisdiction to have been caused solely and directly by the gross negligence, willful misconduct or fraud of such Indemnified Party.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty,

undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors, the CGII Ultimate Clients or their respective affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor and/or the CGII Ultimate Clients under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 9.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sponsor-Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and the CGII Ultimate Clients and the relationship between the Company and the Investor and the CGII Ultimate Clients may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain

responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor or the CGII Ultimate Clients, except where the Investor shall have consulted the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

8.4 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor and the CGII Ultimate Clients prior to publication. The Investor shall cooperate with the Company, the Sponsor-Overall Coordinators and the Joint Sponsors to ensure that all references to it and the CGII Ultimate Clients in such Public Documents are true, complete, accurate and not misleading, and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective counsels.

8.5 The Investor undertakes as soon as reasonably practicable to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor and the CGII Ultimate Clients in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and

documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 10.2 to the following addresses:

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	20/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong
Email:	Outboundtrs@chinastock.com.hk
Attention:	CGII PB team

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message

is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Joint Sponsors and the Sponsor-Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Sponsor-Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Sponsor-Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Sponsor-Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Sponsor-Overall Coordinators, to the extent permitted by applicable laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 The Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Dat, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

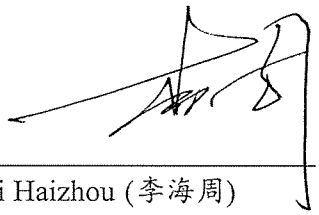
13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

China Galaxy International Investment Company Limited
中国银河国际投资有限公司

By:

Name: Chong Siu Suet
Title: Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

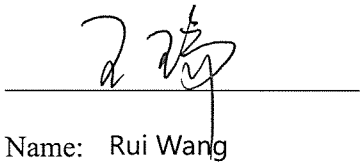
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of RMB 20,000,000 (calculated using the closing Hong Kong dollar: RMB exchange rate as disclosed in the Prospectus (including Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1697826
Business registration number:	59331717
LEI number:	254900T7TLAECUDTL911
Business address and telephone number and contact person	Business address: 20/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong Phone number: 852 3698 6888 Contact person: Eken Chong
Principal activities:	Financial Service activities
Ultimate controlling shareholder:	China Galaxy Securities Company Limited
Place of incorporation of ultimate controlling shareholder:	China
Business registration number and LEI number of ultimate controlling shareholder:	91110000710934537G
Principal activities of ultimate controlling shareholder:	Permitted activities: Securities business; public fund sales; insurance agency business; securities companies acting as intermediaries for futures companies; custody of securities investment funds. (Projects subject to approval in accordance with the law must be carried out only after obtaining approval from the relevant authorities. Specific business operations are subject to the approval documents or permits issued by the relevant authorities.)
Shareholder and interests held:	China Galaxy Finance Holding Co., Ltd. (中国银河金融控股有限责任公司); 47.6671%
Description of the Investor for insertion in the Prospectus:	**Hengbang and China Galaxy International Investment Company Limited (in connection with the Hengbang OTC Swaps)** China Galaxy International Investment Company Limited ("CGII") and China Galaxy Securities Co., Ltd. ("CGS") will enter into a series of cross border delta-one OTC equity swap transactions (collectively, the "Hengbang OTC Swaps") with each other and Hengbang Yuqing Multi-Strategy Fund I

Private Securities Investment Fund (恒邦余庆复合策略一号私募证券投资基金) (the "Hengbang Yuqing") , Hengbang Technology Pioneer Private Securities Investment Fund (恒邦科技先锋私募证券投资基金) (the "Hengbang Pioneer"), Hengbang Technology Advanced Private Securities Investment Fund (恒邦科技先进私募证券投资基金) (the "Hengbang Advanced", together with Hengbang Yuqing and Hengbang Pioneer, the "CGII Ultimate Clients"), pursuant to which CGII will hold the Offer Shares on a non-discretionary basis to hedge the Hengbang OTC Swaps while the economic risks and returns of the underlying Offer Shares are ultimately borne by Hengbang, subject to customary fees and commissions. The Hengbang OTC Swaps will be fully funded by CGII Ultimate Clients. During the terms of the Hengbang OTC Swaps, all economic returns of the Offer Shares subscribed by CGII will be passed to the CGII Ultimate Clients and all economic loss shall be borne by CGII Ultimate Clients through the Hengbang OTC Swaps, and CGII will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The Hengbang OTC Swaps are linked to the Offer Shares and CGII Ultimate Clients may, after expiration of the lock-up period beginning from the date of the relevant cornerstone agreement entered into between CGII and the Company and ending on the date which is six months from the Listing Date, request to early terminate the Hengbang OTC Swaps at its own discretion, upon which CGII may dispose of the Offer Shares and settle the Hengbang OTC Swaps in cash in accordance with the terms and conditions of the Hengbang OTC Swaps. To the best of CGII's knowledge after having made all reasonable inquiries, each of the CGII Ultimate Clients is an independent third party of CGII, and the companies which are members of the same group of CGII, and no single ultimate beneficial owner holds 30% or more interests in the CGII Ultimate Clients.

The CGII Ultimate Clients are managed by Shenzhen Hengbang Zhaofeng Private Securities Investment Fund Management Co., Ltd. (深圳市恒邦兆丰私募证券基金管理有限公司) ("Shenzhen Hengbang"). Shenzhen Hengbang is a limited liability company established in the PRC, a fund management company focusing on equity and alternative investments, with particular interest in micro transmission industry,

	including opportunities in the Hong Kong capital market. The ultimate beneficial owner of Shenzhen Hengbang is Mr. Zhu Heliang (祝赫良). No other shareholder holds 30% or more of the equity interests in Shenzhen Hengbang. Each of Shenzhen Hengbang and the CGII Ultimate Clients is an Independent Third Party.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places[1]	Cornerstone investor

[1] Include all relevant investor categories: (i) existing or past employee of the issuer, (ii) customer or client of the issuer; (iii) supplier of the issuer; (iv) discretionary managed portfolio (as defined in Appendix F1 to the Listing Rules); (v) discretionary trust; (vi) PRC governmental body (as defined in Appendix 6 to the Listing Rules); (vii) connected client (as defined under Appendix F1 to the Listing Rules); (viii) existing shareholder, director or close associate (as defined in Chapter 1 of the Listing Rules); (ix) sponsor or close associate; (x) underwriter and/or distributor or its close associate; or (xi) non-SFC-authorised fund.

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

W INVESTMENT COMPANY LIMITED

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES I

SCHEDULE 2 PARTICULARS OF INVESTOR II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **W Investment Company Limited**, a company incorporated in Hong Kong whose registered office is at SUITE 09A 20/F TOWER 1, CHINA HONG KONG CITY, TSIM SHA TSUI, HONG KONG（the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**" and each an "**Sponsor-Overall Coordinator**"; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**")

WHEREAS:

(A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the "**Listing**") by way of a global offering (the "**Global Offering**") comprising:

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

"**AFRC**" means The Accounting and Financial Reporting Council of Hong Kong;

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;

"**Approvals**" has the meaning given to it in clause 6.2(g);

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

"**CMI(s)**" means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"**Global Offering**" has the meaning given to it in Recital (A);

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

"**Guide**" means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;

"**International Offering**" has the meaning given to it in Recital (A);

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

"**Investor-related Information**" has the meaning given to it in clause 6.2(i);

"**Investor Shares**" means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sponsor-Overall Coordinators;

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

"**Lock-up Period**" has the meaning given to it in clause 5.1;

"**Offer Price**" means the final Hong Kong dollar price per Offer Share (exclusive of Brokerage and Levies) at which the Offer Shares are to be offered or sold pursuant to the Global Offering;

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

"**Regulation S**" means Regulation S under the Securities Act;

"**Regulators**" has the meaning given to it in clause 6.2(i);

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

"**SFC**" means The Securities and Futures Commission of Hong Kong;

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Companies Ordinance;

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

(b) the Investor (i) unconditionally and irrevocably guarantee to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes jointly and severally to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing , as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sponsor-Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sponsor-Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering.

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions,

explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.2, the Investor for itself agrees, covenants with and undertakes to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will comply with all applicable Laws.

Subject to the above paragraph, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors acknowledge that, after the expiry of the Lock-up Period, the Investor shall be free to dispose of any Relevant Shares, provided that the Investor shall use all reasonable endeavors to ensure that any such disposal will not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the

satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and

its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any)

to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or

affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could

result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the

Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of

which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor orits subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date..

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related**

Information") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is an Institutional Professional Investor (person falling under paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO) or an investor with AUM, fund size or investment portfolio size of at least HK$1.0 billion, and is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other

agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other

regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s)

and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators.

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall

Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the

Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering; or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sponsor-Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or

any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

8.4 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sponsor-Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective counsels.

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 10.2 to the following addresses:

If to the Company, to:

Address:	Room 101, Office Building No. 62 Yanhu Road, Yanchuan Community Yanluo Subdistrict Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address: Room 2606, West Tower, Tianying Plaza, Zhujiang New Town, Tianhe District, Guangzhou, Guangdong Province, China
Email: iandylin@163.com
Facsimile: N/A
Attention: Mr. LIN GUANGLIANG

If to CMS HK, to:

Address: 48/F., One Exchange Square Central
Hong Kong
Email: projecttpecm@cmschina.com.hk;
projecttp@cmschina.com.hk
Facsimile: N/A
Attention: CMS TP team

If to DBHK, to:

Address: 60/F, International Commerce Centre
1 Austin Road
West Kowloon
Hong Kong
Email: project.tp@list.db.com
Facsimile: (+852) 2203 8888
Attention: DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Joint Sponsors and the Sponsor-Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Sponsor-Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Sponsor-Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Sponsor-Overall Coordinators to enforce the terms

of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Sponsor-Overall Coordinators, to the extent permitted by applicable laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other

interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

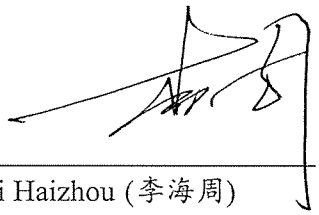
13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

W Investment Company Limited
文盈投資有限公司

By:

Name: LIN, GUANGLIANG
Title: Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

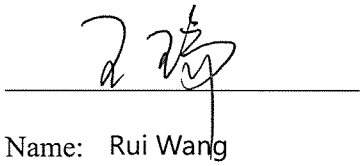
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US$3.6 million (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	77313131
Business registration number:	77313131
LEI number:	N/A
Business address and telephone number and contact person	SUITE 09A 20/F TOWER 1, CHINA HONG KONG CITY, TSIM SHA TSUI, HONG KONG +85269198761
Principal activities:	Industrial investment
Ultimate controlling shareholder:	LIN GUANGLIANG
Place of incorporation of ultimate controlling shareholder:	HKSAR
Business registration number and LEI number of ultimate controlling shareholder:	F417352(6)
Principal activities of ultimate controlling shareholder:	Industrial investment
Shareholder and interests held:	LIN GUANGLIANG, individual, 100% holding
Description of the Investor for insertion in the Prospectus:	**W Investment** W Investment Company Limited is a company incorporated under the laws of Hong Kong in December 2024, and wholly owned by Mr. Lin Guangliang. W Investment primarily focuses on investments in the industrial automation sector. Each of W investment and Mr. Lin Guangliang is an Independent Third Party.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places	cornerstone investor

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

BeingBoom Capital Limited

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **BeingBoom Capital Limited**（一家在香港注册成立的公司，注册办事处位于 RM 4001,40/F TOWER ONE LIPPO CTR 89 QUEENSWAY HONG KONG，下文简称「投资者」）；

3. **招商證券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“**保荐人兼整体协调人**”，及各为一名“**保荐人兼整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”。）

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市 H 股（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配之规定）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议:

1. 定义和解释

1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义:

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「控制」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释;

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改；

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式

的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改；

「**处置**」包括，就任何相关股份而言，直接或间接：

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为 http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股，该等股份数目将根据附表 1 计算，由本公司及保荐人兼整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义;

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）;

「**发售股份**」具有国际发售通函赋予的含义;

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）;

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省;

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）;

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义;

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益;

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程;

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）;

「**S 规例**」指证券法项下的 S 规例;

「**监管机构**」具有第 6.2(i)条赋予的含义;

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益;

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构;

「**人民币**」指人民币，中国的合法货币;

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）;

「**香港证监会**」指香港证券及期货事务监察委员会;

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国投资者**」指（i）根据美国证券法 S 条例的第 902(k)(1)条界定的美国人，或（ii）根据美国联邦法规第 31 篇第 850.229 节，该条款系实施 14105 号行政命令的最终规则，已于 2025 年 1 月生效，界定的美国人，包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体（含外国分支机构）或位于美国境内的任何人士。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表；

(b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；

(d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) 对本协议或其他文书的提述应包含其变更或替换版本；

(f) 对法例、法例条文、法规或规则的提述应包括：

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述；

(g) 提及“法规”时，包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下:

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过保荐人兼整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协

议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、保荐人兼整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、保荐人兼整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、保荐人兼整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 [不适用]

2.4 本公司及保荐人兼整体协调人（为其及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及保荐人兼整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实：

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价；

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日、本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、保荐人兼整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士因超出公司、保荐人兼整体协调人、联席保荐人和/或其各自的关联公司（视情况而定）的控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则

投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

在不抵触上一段规定的前提下，本公司、保荐人兼整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司、保荐人兼整体协调人及联席保荐人，并应尽一切合理努力确保任何该等处置不会造成 H 股的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且

条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请H股，除非上市规则和/或指南允许。

5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）

提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股或本公司或其联属人士或联系人的其他证券或衍生工具;

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据;

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就H股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 其为（《证券及期货条例》附表 1 第 1 部第 1 段“专业投资者”定义(a)至(i)条所述的）机构专业投资者，或资产管理规模、基金规模、投资组合规模至少达 10 亿港元的投资者，且非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用自有资金或由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关

连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独

立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何 H 股（根据本协议的投资者股份除外）。

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务。；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时

将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的H股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺；

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及；

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

(a) 根据第 3.2、4.6 或 4.7 条终止；

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、保荐人兼整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 8.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址： 中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室

电邮:	niudongfeng@szzhaowei.net
传真:	不适用
收件人:	牛东峰先生

若发送至投资者，则发送至：

地址:	Flat B, 2/F, Tower 6, 21 Fo Chun Road, Mayfair By The Sea II, Pak Shek KoK,Tai Po, New Territories
电邮:	frank@newpeakcapital.com.cn
传真:	不适用
收件人:	李虎(Li hu)

若发送至招商，则发送至：

地址:	香港中环交易广场一座 48 楼
电邮:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真:	不适用
收件人:	CMS TP team

若发送至德意志亚洲，则发送至：

地址:	香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮:	project.tp@list.db.com
传真:	(+852) 2203 8888
收件人:	DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、保荐人兼整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

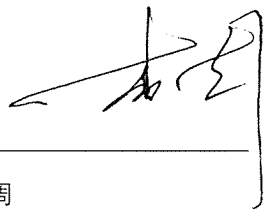
12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

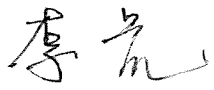
代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

为及代表
BeingBoom Capital Limited



姓名：李虎
职位：董事

代表
招商證券（香港）有限公司

賴焉

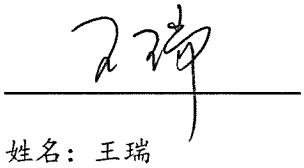
姓名：賴焉
職位：行業部主管

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

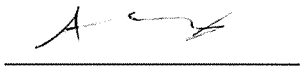
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理

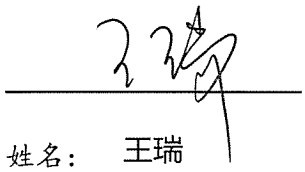


姓名：張亦衛

職位：董事總經理

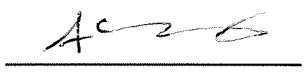
代表

德意志銀行香港分行



姓名： 王瑞

职位： 董事总经理



姓名： 张亦卫

职位： 董事总经理

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 300 万美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

投资者

注册成立地点:	香港
公司注册证书编号:	78253946
商业登记号码:	78253946-000-06-25-0
法人机构识别编码	78253946
营业地址、电话号码及联系人	Room 4001, 40/F., Tower one，Lippo Centre， 89 Queensway, Hongkong +852 65488285 Frank
主要活动:	Management consultancy activities；Investment activities
最终控股股东:	liu Xinyuan
最终控股股东的注册成立地点:	不适用
最终控股股东的商业登记号码及法人机构识别编码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	100%
待插入招股章程的投资者描述:	BeingBoom Capital Limited (存然資本有限公司) ("BeingBoom") is a company incorporated in Hong Kong with limited liability in June 2025, which is wholly owned by Mr. Liu Xinyuan. BeingBoom is a family office with a focus on investments across traditional financial products, including bonds, equities, derivatives, funds of funds, and technology unicorn funds, managing assets over US$600 million. Each of BeingBoom and Mr. Liu Xinyuan is an Independent Third Party.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

何茂灵

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **何茂灵**（下文简称「**投资者**」）（地址为深圳市南山区红树西岸 1 栋 9 单元 20A）；

3. **招商證券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“**保荐人兼整体协调人**”，及各为一名“**保荐人兼整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”。）

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市 H 股（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义:

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「控制」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释;

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统;

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成;

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动;

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则;

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改;

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改;

「**关连人士/核心关连人士**」应具有上市规则赋予的含义;

「**关联关系**」应具有中国证监会备案办法赋予该词的含义;

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改;

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指;

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构;

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引;

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改;

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改;

「**处置**」包括，就任何相关股份而言，直接或间接:

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释;

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义;

「**全球发售**」具有序文(A)赋予的含义;

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）;

「**本集团**」指本公司及其附属公司;

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》;

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股，该等股份数目将根据附表 1 计算，由本公司及保荐人兼整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）；

「**发售股份**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构；

「**人民币**」指人民币，中国的合法货币；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股;

「**联交所**」指香港联合交易所有限公司;

「**附属公司**」具有公司条例赋予的含义;

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区;

「**美元**」指美国的法定货币;及

「**美国投资者**」指(i)根据美国证券法 S 条例的第 902(k)(1)条界定的美国人,或(ii)根据美国联邦法规第 31 篇第 850.229 节,该条款系实施 14105 号行政命令的最终规则,已于 2025 年 1 月生效,界定的美国人,包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体(含外国分支机构)或位于美国境内的任何人士。

1.2 在本协议中,除非文意另有要求,否则:

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表;

(b) 索引、条款及附表标题仅为便利目的而设,并不影响本协议的构成或解释;

(c) 序文和附表构成本协议不可分割的一部分,具有相同的效力,如同明确载于本协议正文一般,对本协议的提述应包括序文和附表;

(d) 对单数的提述应包含复数,反之亦然,对单一性别的提述应包括另一性别;

(e) 对本协议或其他文书的提述应包含其变更或替换版本;

(f) 对法例、法例条文、法规或规则的提述应包括:

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述;

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文(不论有无更改)的提述;及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述;

(g) 提及“法规”时,包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官

方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期;

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下:

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过保荐人兼整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投

资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、保荐人兼整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、保荐人兼整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、保荐人兼整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 [不适用]

2.4 本公司及保荐人兼整体协调人（为其及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及保荐人兼整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实：

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价；

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日、本协议签署日）并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、保荐人兼整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c) 、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士因超出公司、保荐人兼整体协调人、联席保荐人和/或其各自的关联公司（视情况而定）的控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则

投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

在不抵触上一段规定的前提下，本公司、保荐人兼整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司、保荐人兼整体协调人及联席保荐人，并应尽一切合理努力确保任何该等处置不会造成 H 股的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且

条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请H股，除非上市规则和/或指南允许。

5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是

相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股或本公司或其联属人士或联系人的其他证券或衍生工具;

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据;

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就H股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 其非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用自有资金或由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配

售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前12个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过FINI向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在FINI上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所FINI承配人名单模板所列或FINI界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第12.08A条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见S规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录F1（权益证券的配售指引）、指南第4.15章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何 H 股（根据本协议的投资者股份除外）。

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、

承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务。；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺;

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及;

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止:

(a) 根据第 3.2、4.6 或 4.7 条终止;

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述

或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、保荐人兼整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 9.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室
电邮：	niudongfeng@szzhaowei.net
传真：	不适用
收件人：	牛东峰先生

若发送至投资者，则发送至：

地址：	深圳市南山区红树西岸 1 栋 9 单元 20A
电邮：	38666271@qq.com
传真：	不适用
收件人：	何茂灵先生

若发送至招商，则发送至：

地址：	香港中环交易广场一座 48 楼
电邮：	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真：	不适用
收件人：	CMS TP team

若发送至德意志亚洲，则发送至：

地址：	香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮：	project.tp@list.db.com
传真：	(+852) 2203 8888
收件人：	DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各

联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发

出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、保荐人兼整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方

确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何

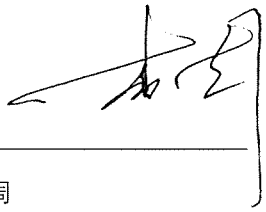
仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

何茂灵

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

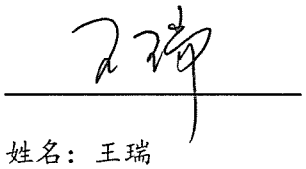
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

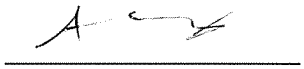
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理



姓名：張亦衛

職位：董事總經理

代表

德意志銀行香港分行

姓名： 王瑞

职位： 董事总经理

姓名： 张亦卫

职位： 董事总经理

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) 300 万美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

投资者

注册成立地点:	N/A
公司注册证书编号:	N/A
商业登记号码:	N/A
法人机构识别编码	N/A
营业地址、电话号码及联系人	深圳市南山区红树西岸 1 栋 9 单元 20A 何茂灵先生 电话：13809865778 email：38666271@qq.com
主要活动:	N/A
最终控股股东:	N/A
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及法人机构识别编码:	N/A
最终控股股东的主要活动:	N/A
股东及持有的权益:	N/A
待插入招股章程的投资者描述:	Mr. He Maoling (何茂靈) Mr. He Maoling has over 30 years of experience in the new materials industry, particularly in sectors such as automotive, functional adhesive tapes for artificial leather, RFID chip mounting tapes, GB200 chip connection harness tapes for AI

	applications by Invida, TPU automotive paint protection films, and automotive window films. Mr. He has also extensive investment experience, he invested in Shenzhen Qianhai Changmao Financial Holdings Co., Ltd. (深圳前海昌茂金融控股有限化公司), Kunshan Changmao Electronic Materials Co., Ltd. (昆山昌茂電子材料有限公司), Shenzhen Cheermo Innovative Adhesive Materials Co., Ltd. (深圳昌茂粘膠新材料有限公司), and Guangdong Changmao Photoelectric Technology Co., Ltd. (廣東昌茂光電科技有限公司). Mr. He is an Independent Third Party.
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

罗杰

及

招商证券（香港）有限公司

及

德意志证券亚洲有限公司

及

德意志银行香港分行

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附表 1 投资者股份 I

附表 2 投资者详情 II

本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **罗杰**（下文简称「**投资者**」）（地址为香港新界清水湾道 663 号傲泷 A 座顶层三复式 5 号单位）；

3. **招商证券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志证券亚洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志银行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“**保荐人兼整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”，及各为一名“**整体协调人**”。）

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市 H 股（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义:

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「控制」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释;

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统;

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成;

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动;

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则;

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改;

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改;

「**关连人士/核心关连人士**」应具有上市规则赋予的含义;

「**关联关系**」应具有中国证监会备案办法赋予该词的含义;

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改;

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指;

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构;

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引;

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改;

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改;

「**处置**」包括，就任何相关股份而言，直接或间接：

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股，该等股份数目将根据附表 1 计算，由本公司及保荐人兼整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）；

「**发售股份**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构；

「**人民币**」指人民币，中国的合法货币；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股;

「**联交所**」指香港联合交易所有限公司;

「**附属公司**」具有公司条例赋予的含义;

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区;

「**美元**」指美国的法定货币;及

「**美国投资者**」指(i)根据美国证券法 S 条例的第 902(k)(1)条界定的美国人,或(ii)根据美国联邦法规第 31 篇第 850.229 节,该条款系实施 14105 号行政命令的最终规则,已于 2025 年 1 月生效,界定的美国人,包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体(含外国分支机构)或位于美国境内的任何人士。

1.2 在本协议中,除非文意另有要求,否则:

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表;

(b) 索引、条款及附表标题仅为便利目的而设,并不影响本协议的构成或解释;

(c) 序文和附表构成本协议不可分割的一部分,具有相同的效力,如同明确载于本协议正文一般,对本协议的提述应包括序文和附表;

(d) 对单数的提述应包含复数,反之亦然,对单一性别的提述应包括另一性别;

(e) 对本协议或其他文书的提述应包含其变更或替换版本;

(f) 对法例、法例条文、法规或规则的提述应包括:

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述;

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文(不论有无更改)的提述;及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述;

(g) 提及"法规"时,包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官

方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期;

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下:

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过保荐人兼整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投

资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、保荐人兼整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、保荐人兼整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、保荐人兼整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 [不适用]

2.4 本公司及保荐人兼整体协调人（为其及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及保荐人兼整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实：

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价；

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日、本协议签署日）并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、保荐人兼整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c) 、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 在无损第 4.3 条规定的前提下，投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士因超出公司、保荐人兼整体协调人、联席保荐人和/或其各自的关联公司（视情况而定）的控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则

投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

在不抵触上一段规定的前提下，本公司、保荐人兼整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司、保荐人兼整体协调人及联席保荐人，并应尽一切合理努力确保任何该等处置不会造成 H 股的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且

条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请H股，除非上市规则和/或指南允许。

5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是

相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股或本公司或其联属人士或联系人的其他证券或衍生工具;

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据;

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就 H 股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 其非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用自有资金或由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配

售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何 H 股（根据本协议的投资者股份除外）。

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、

承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务。；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺;

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及;

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止:

(a) 根据第 3.2、4.6 或 4.7 条终止;

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述

或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、保荐人兼整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 9.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室
电邮：	niudongfeng@szzhaowei.net
传真：	不适用
收件人：	牛东峰先生

若发送至投资者，则发送至：

地址: 香港新界清水湾道 663 号傲泷 A 座顶层三复式 5 号单位
电邮: luojie-1@263.net
传真: 不适用
收件人: 罗杰先生

若发送至招商，则发送至:

地址: 香港中环交易广场一座 48 楼
电邮: projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真: 不适用
收件人: CMS TP team

若发送至德意志亚洲，则发送至:

地址: 香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮: project.tp@list.db.com
传真: (+852) 2203 8888
收件人: DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各

联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发

出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、保荐人兼整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方

确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何

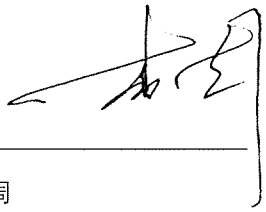
仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

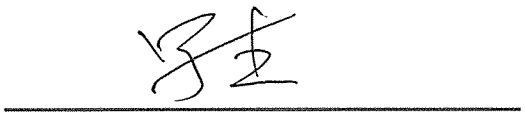
代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

罗杰



代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

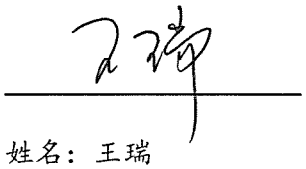
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

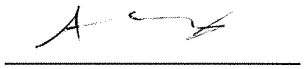
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理



姓名：張亦衛

職位：董事總經理

代表

德意志銀行香港分行

姓名： 王瑞

职位： 董事总经理

姓名： 张亦卫

职位： 董事总经理

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) 300 万美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

投资者

注册成立地点:	N/A
公司注册证书编号:	N/A
商业登记号码:	N/A
法人机构识别编码	N/A
营业地址、电话号码及联系人	罗杰先生 地址：香港新界清水湾道 663 号傲泷 A 座顶层三复式 5 号单位 电话：+852-62208638 邮箱：luojie-1@263.net
主要活动:	N/A
最终控股股东:	N/A
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及法人机构识别编码:	N/A
最终控股股东的主要活动:	N/A
股东及持有的权益:	N/A
待插入招股章程的投资者描述:	Mr. Luo Jie (羅傑) Mr. Luo Jie is an individual investor and an Independent Third Party. Mr. Luo has over a decade of experience in investment in funds and stocks. His investment portfolio includes but not limited to, Gan & Lee

	Pharmaceuticals (603087.SH), Beijing Tantai Technology Co., Ltd. (北京坦泰科技有限公司), Ningbo Yucheng Investment Management Co., Ltd. (寧波煜程投資管理公司), Chengdu Xunlian Technology Co., Ltd. (成都訊聯科技股份有限公司), and Mibao Century (Beijing) E-commerce Co., Ltd. (邁寶世紀(北京)電子商務有限公司). His investments span sectors including healthcare and technology, with particular attention to technology-driven and innovation-oriented companies.
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露）[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

联域集团有限公司

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **联域集团有限公司**（一家在香港注册成立的公司，注册办事处位于 Room 303, 3/F., Golden Gate Commercial Building, 136-138 Austin Road, Tsim Sha Tsui, Kowloon, Hong Kong，下文简称「**投资者**」）；

3. **招商證券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“保荐人兼**整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”，及各为一名“**整体协调人**”。）

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市 H 股（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配之规定）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议:

1. 定义和解释

1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义:

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「控制」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）;

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释;

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改；

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式

的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改；

「**处置**」包括，就任何相关股份而言，直接或间接：

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股，该等股份数目将根据附表 1 计算，由本公司及保荐人兼整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义;

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）;

「**发售股份**」具有国际发售通函赋予的含义;

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）;

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省;

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）;

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义;

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益;

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程;

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）;

「**S 规例**」指证券法项下的 S 规例;

「**监管机构**」具有第 6.2(i)条赋予的含义;

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益;

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构;

「**人民币**」指人民币，中国的合法货币;

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）;

「**香港证监会**」指香港证券及期货事务监察委员会;

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国投资者**」指（i）根据美国证券法 S 条例的第 902(k)(1)条界定的美国人，或（ii）根据美国联邦法规第 31 篇第 850.229 节，该条款系实施 14105 号行政命令的最终规则，已于 2025 年 1 月生效，界定的美国人，包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体（含外国分支机构）或位于美国境内的任何人士。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表；

(b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；

(d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) 对本协议或其他文书的提述应包含其变更或替换版本；

(f) 对法例、法例条文、法规或规则的提述应包括：

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述；

(g) 提及“法规”时，包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下:

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过保荐人兼整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协

议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、保荐人兼整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、保荐人兼整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、保荐人兼整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 [不适用]

2.4 本公司及保荐人兼整体协调人（为其及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及保荐人兼整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实:

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止;

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价;

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日、本协议签署日）并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、保荐人兼整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c) 、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士因超出公司、保荐人兼整体协调人、联席保荐人和/或其各自的关联公司（视情况而定）的控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则

投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

在不抵触上一段规定的前提下，本公司、保荐人兼整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司、保荐人兼整体协调人及联席保荐人，并应尽一切合理努力确保任何该等处置不会造成 H 股的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且

条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请H股，除非上市规则和/或指南允许。

5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是

相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股或本公司或其联属人士或联系人的其他证券或衍生工具;

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据;

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就H股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其的投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用自有资金或由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配

售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何 H 股（根据本协议的投资者股份除外）。

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、

承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺;

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及;

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

6.8 [不适用]

6.9 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止:

(a) 根据第 3.2、4.6 或 4.7 条终止;

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方

均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、保荐人兼整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 9.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室
电邮：	niudongfeng@szzhaowei.net
传真：	不适用
收件人：	牛东峰先生

若发送至投资者，则发送至：

地址： Room 303, 3/F., Golden Gate Commercial Building, 136-138 Austin Road, Tsim Sha Tsui, Kowloon, Hong Kong
电邮： bixuewen@bridgezonegroup.com
传真： 不适用
收件人： 联域集团有限公司

若发送至招商，则发送至：

地址： 香港中环交易广场一座 48 楼
电邮： projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真： 不适用
收件人： CMS TP team

若发送至德意志亚洲，则发送至：

地址： 香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮： project.tp@list.db.com
传真： (+852) 2203 8888
收件人： DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各

联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发

出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、保荐人兼整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方

确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何

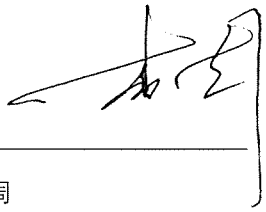
仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

为及代表
联域集团有限公司

姓名：毕学文
职位：董事

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

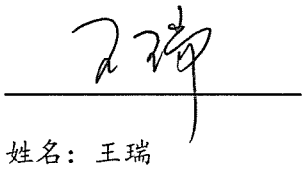
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

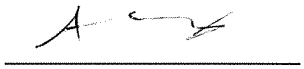
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理



姓名：張亦衛

職位：董事總經理

代表

德意志銀行香港分行

姓名： 王瑞

职位： 董事总经理

姓名： 张亦卫

职位： 董事总经理

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) 2,500,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

<u>投资者</u>

注册成立地点:	香港
公司注册证书编号:	76761513
商业登记号码:	76761513
法人机构识别编码	不适用
营业地址、电话号码及联系人	Room 303, 3/F., Golden Gate Commercial Building, 136-138 Austin Road, Tsim Sha Tsui, Kowloon, Hong Kong 毕学文，+852-98678890
主要活动:	跨境投融资、资产管理、咨询
最终控股股东:	毕学文
最终控股股东的注册成立地点:	不适用
最终控股股东的商业登记号码及法人机构识别编码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	毕学文：直接持有联域集团有限公司 100%的股份
待插入招股章程的投资者描述:	Bridge Zone Group Limited (聯域集團有限公司) ("Bridge Zone Group") is a company incorporated in Hong Kong in July 2024 with limited liability, focusing on cross-border investment and financing, asset management and consulting services. Bridge Zone Group is wholly owned by Mr. Bi Xuewen (畢

	學文), with extensive experience in the capital markets and providing solid support to the investment strategies of Bridge Zone Group. Each of Bridge Zone Group and Mr. Bi Xuewen is an Independent Third Party.
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

CMBC International Investment (HK) Limited

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **CMBC International Investment (HK) Limited**（一家在香港注册成立的公司，注册办事处位于香港中环康乐广场 8 号交易广场 1 期 45 楼，下文简称「投资者」）；

3. **招商證券（香港）有限公司**（地址：香港中环交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“**保荐人兼整体协调人**”，及各为一名“**保荐人兼整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”。）

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市 H 股（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商及德意志香港及中信里昂证券有限公司担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议:

1. 定义和解释

1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义:

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「控制」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）;

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释;

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改；

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式

的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改；

「**处置**」包括，就任何相关股份而言，直接或间接：

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关信息**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股，该等股份数目将根据附表 1 计算，由本公司及保荐人兼整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义;

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）;

「**发售股份**」具有国际发售通函赋予的含义;

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）;

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省;

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）;

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义;

「**专有投资基础**」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益;

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程;

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）;

「**S 规例**」指证券法项下的 S 规例;

「**监管机构**」具有第 6.2(i)条赋予的含义;

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益;

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构;

「**人民币**」指人民币，中国的合法货币;

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）;

「**香港证监会**」指香港证券及期货事务监察委员会;

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国投资者**」指（i）根据美国证券法 S 条例的第 902(k)(1)条界定的美国人，或（ii）根据美国联邦法规第 31 篇第 850.229 节，该条款系实施 14105 号行政命令的最终规则，已于 2025 年 1 月生效，界定的美国人，包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体（含外国分支机构）或位于美国境内的任何人士。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表；

(b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；

(d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) 对本协议或其他文书的提述应包含其变更或替换版本；

(f) 对法例、法例条文、法规或规则的提述应包括：

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述；

(g) 提及“法规”时，包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下:

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过保荐人兼整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协

议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、保荐人兼整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、保荐人兼整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、保荐人兼整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 [不适用]

2.4 本公司及保荐人兼整体协调人（为其及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及保荐人兼整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实:

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止;

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价;

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日）并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、保荐人兼整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本

公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士因超出公司、保荐人兼整体协调人、联席保荐人和/或其各自的关联公司（视情况而定）的控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何

时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将确保该处置将遵守所有适用法律。

在不抵触上一段规定的前提下，本公司、保荐人兼整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应尽一切合理努力确保任何该等处置不会造成 H 股的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、联席保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、联席保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第5条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意

受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有的自有资金，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据。资者不得，且应促使其控股股东、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请 H 股，除非上市规则和/或指南允许。

5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者（为且代表其自身及其全资附属公司）无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责,投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）提交有

关投资者认购 H 股或根据本协议参与配售的信息，前提是相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席

保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格

须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H 股或本公司或其联属人士或联系人的其他证券或衍生工具;

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据;

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利;

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就H股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购

投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有

关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及保荐人兼整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；及

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午 5:00 点（香港时间）。

6.2 投资者为且代表其自身及其全资附属公司向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效

力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其各自的实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关信息**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 其非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录F1（权益证券配售指引）第1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

投资者将使用自有资金/由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(p) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(q) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(s) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(t) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

(u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(v) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；

(w) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(y) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(aa) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

(bb) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何 H 股（根据本协议的投资者股份除外）。

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表2所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时

向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、监事、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

(a) 其已根据其成立地法律注册成立并有效存续；

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务。；

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股同等的权益；

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺；

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及；

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

(a) 根据第 3.2、4.6 或 4.7 条终止；

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、

确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、保荐人兼整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或

证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合 H 股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第 8.4 条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人和保荐人兼整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 10.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址:	中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室
电邮:	niudongfeng@szzhaowei.net
传真:	不适用
收件人:	牛东峰先生

若发送至投资者，则发送至:

地址:	香港中環康樂廣場 8 號交易廣場 1 期 45 樓电
邮:	conniefeng@cmbcint.com
传真:	不适用
收件人:	冯楚月

若发送至招商，则发送至:

地址:	香港中环交易广场一座 48 楼
电邮:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
传真:	不适用
收件人:	CMS TP team

若发送至德意志亚洲，则发送至:

地址:	香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮:	project.tp@list.db.com
传真:	(+852) 2203 8888
收件人:	DB Project TP team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获

得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 11.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前严重违反任何保证，则本公司、保荐人兼整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

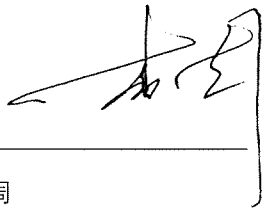
12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

为及代表

CMBC International Investment (HK) Limited

姓名：陈聪
职位：董事

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

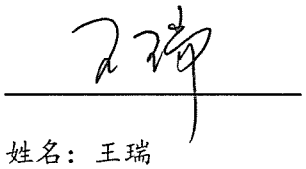
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

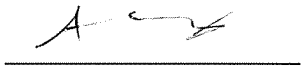
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理



姓名：張亦衛

職位：董事總經理

代表

德意志銀行香港分行

姓名： 王瑞

职位： 董事总经理

姓名： 张亦卫

职位： 董事总经理

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)250 万美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

投资者

注册成立地点:	香港
公司注册证书编号:	2450817
商业登记号码:	66903864
法人机构识别编码	N/A
营业地址、电话号码及联系人	香港中环康乐广场 8 号交易广场 1 期 45 楼
主要活动:	投资控股
最终控股股东:	中国民生银行股份有限公司（600016.SH 及 1988.HK）
最终控股股东的注册成立地点:	中国
最终控股股东的商业登记号码及法人机构识别编码:	91110000100018988F
最终控股股东的主要活动:	商业银行业务
股东及持有的权益:	民银国际投资(香港)有限公司由民生商银国际控股有限公司 100%直接持有，民生商银国际控股有限公司由中国民生银行股份有限公司 100%直接持有
待插入招股章程的投资者描述:	**CMBC International** CMBC INTERNATIONAL INVESTMENT (HK) LIMITED is a company incorporated under the laws of Hong Kong. It is directly wholly owned by CMBC International Holdings Limited, which is in turn

	wholly-owned by China Minsheng Bank Corp., Ltd., a company listed on the Shanghai Stock Exchange (stock code: 600016) and the Stock Exchange (stock code: 1988).
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及 / 或分销商或其紧密联系人；或(xi)非香港证监会认可基金。

CORNERSTONE INVESTMENT AGREEMENT

February 25, 2026

SHENZHEN ZHAOWEI MACHINERY & ELECTRONICS CO., LTD.
(深圳市兆威机电股份有限公司)

AND

RIME CAPITAL LIMITED

AND

CHINA MERCHANTS SECURITIES (HK) CO., LIMITED

AND

DEUTSCHE SECURITIES ASIA LIMITED

AND

DEUTSCHE BANK AG, HONG KONG BRANCH

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SCHEDULE 1 INVESTOR SHARES I

SCHEDULE 2 PARTICULARS OF INVESTOR II

THIS AGREEMENT (this "**Agreement**") is made on February 25, 2026

AMONG:

(1) **Shenzhen Zhaowei Machinery & Electronics Co., Ltd. (深圳市兆威机电股份有限公司)**, a joint stock company established under the laws of the PRC with limited liability, whose registered office is at Room 101, Office Building, No. 62 Yanhu Road, Yanchuan Community, Yanluo Subdistrict, Bao'an District, Shenzhen City, PRC (the "**Company**");

(2) **RIME Capital Limited**, a company incorporated in Hong Kong whose registered office is at Room 2703, 27/F, 100 Queen's Road Central, Central, Hong Kong (the "**Investor**");

(3) **China Merchants Securities (HK) Co., Limited** of 48/F, One Exchange Square, Central, Hong Kong ("**CMS** ");

(4) **Deutsche Securities Asia Limited** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DSAL**");

(5) **Deutsche Bank AG, Hong Kong Branch** of 60/F, International Commerce Centre**,** 1 Austin Road**,** West Kowloon, Hong Kong ("**DBHK**");

(CMS and DSAL the "**Joint Sponsors**"; CMS and DBHK, the "**Sponsor-Overall Coordinators**", each a "**Sponsor-Overall Coordinator"**; CMS, DBHK and CLSA Limited together, the "**Overall Coordinators**".

WHEREAS:

(A) The Company has made an application for the listing of its H Shares (as defined below) on the Stock Exchange (as defined below) (the "**Listing**") by way of a global offering (the "**Global Offering**") comprising:

(i) a public offering by the Company for subscription of 2,674,900 Offer Shares (subject to reallocation as described in the Prospectus) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of 24,073,400 Offer Shares (subject to reallocation as described in the Prospectus) offered by the Company outside the United States to persons that are not, and are not acting for the account or benefit of, U.S. Investors in offshore transactions in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").

(B) CMS and DSAL are acting as the Joint Sponsors to the Listing. CMS, DBHK and CLSA Limited are acting as the Overall Coordinators of the Global Offering.

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "**control**" (including the terms "**controlling**", "**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

"**AFRC**" means The Accounting and Financial Reporting Council of Hong Kong;

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;

"**Approvals**" has the meaning given to it in clause 6.2(g);

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;

"**Bail-in Legislation**" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time;

"**Bail-in Powers**" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule, in relation to the relevant Bail-in Legislation;

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms;

"**BRRD Counterparty**" means the parties to this Agreement which are not a BRRD Party;

"**BRRD Liability**" means a liability in respect of which the relevant Write Down and Conversion Powers in the applicable Bail-in Legislation may be exercised;

"**BRRD Party**" means the relevant parties to which the BRRD applies;

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

"**business day**" means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

"**CMI(s)**" means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

(ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**EU Bail-in Legislation Schedule**" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499;

"**FINI**" shall have the meaning ascribed to such term to in the Listing Rules;

"**Global Offering**" has the meaning given to it in Recital (A);

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);

"**Group**" means the Company and its subsidiaries;

"**Guide**" means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

"**H Share(s)**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.0 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);

"**HKSCC**" means Hong Kong Securities Clearing Company Limited, a wholly owned subsidiary of Hong Kong Exchange and Clearing Limited

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;

"**International Offering**" has the meaning given to it in Recital (A);

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

"**Investor-related Information**" has the meaning given to it in clause 6.2(i);

"**Investor Shares**" means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Sponsor-Overall Coordinators;

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

"**Lock-up Period**" has the meaning given to it in clause 5.1;

"**Offer Price**" means the final Hong Kong dollar price per Offer Share (exclusive of Brokerage and Levies) at which the Offer Shares are to be offered or sold pursuant to the Global Offering;

"**Offer Shares**" has the meaning given to it in the International Offering Circular;

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;

"**Proprietary investment basis**" means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

"**Regulation S**" means Regulation S under the Securities Act;

"**Regulators**" has the meaning given to it in clause 6.2(i);

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Powers in relation to any BRRD Party;

"**RMB**" or "**Renminbi**" means Renminbi, the lawful currency of the PRC;

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;

"**SFC**" means The Securities and Futures Commission of Hong Kong;

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

"**Share(s)**" means the ordinary share(s) in the share capital of our Company with a nominal value of RMB1.0 each

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

"**subsidiary**" has the meaning given to it in the Companies Ordinance;

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**US$**" or "**US dollar**" means the lawful currency of the United States; and

"**U.S. Investor**" means (i) U.S. persons as defined in Rule 902(k)(1) of Regulation S under the US Securities Act or (ii) United States person as defined in 31 CFR Part 850.229, the final rule that implements Executive Order 14105 and became effective in January 2025, which includes any United States citizen, lawful permanent resident, entity organized under the laws of the United States or any jurisdiction within the United States (including foreign branches), or any person in the United States.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

(i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision, regulation or rule;

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

(iii) to any subordinate legislation made under it;

(g) a reference to a "**regulation**" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

(i) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(j) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Sponsor-Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and not acting for the account or benefit of, a U.S. Investor; (ii) located outside the United States; and (iii) acquiring

the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

(b) the Investor (i) unconditionally and irrevocably guarantee to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes jointly and severally to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

2.3 [Reserved]

2.4 The Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the

Company, the Sponsor-Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Sponsor-Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Sponsor-Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable

and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledge(s) that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sponsor-Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sponsor-Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Sponsor-Overall Coordinators.

In the event that, in the opinion of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, the requirement pursuant to Rule 8.08(3) of the Listing Rules which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, the requirement pursuant to Rule 19A.13A(2) of the Listing Rules which stipulated the initial public float requirements at the time of the Listing or the requirement pursuant to Rule 19A.13C(2) of the Listing Rules which stipulated the free float requirements at the time of the Listing, cannot be satisfied, the Sponsor-Overall Coordinators, the Joint Sponsors and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rules 8.08(3), 19A.13A(2) and 19A.13C(2) of the Listing Rules. Further, the Company, the Joint Sponsor and the Sponsor-Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for

Equity Securities) to the Listing Rules and paragraph 3.2 of Practice Note 18 to the Listing Rules.

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators) by same day value credit no later than 5:00 p.m. (Hong Kong time) on one business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Sponsor-Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 [Reserved]

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.

4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and the Investor may agree in writing.

4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may have against the Investor arising out of their failure to comply with their respective obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective affiliates shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and/or their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or

outbreak of diseases (including but not limited avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

5.1 Subject to clause 5.2, the Investor for itself agrees, covenants with and undertakes to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) in the event of a disposal (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing prior to the proposed disposal and will ensure that such disposal will comply with all applicable Laws.

Subject to the above paragraph, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors acknowledge that, after the expiry of the Lock-up Period, the Investor shall be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal will not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws and regulations and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO.

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number, its relationship with the Investor and the business of such wholly-owned subsidiary) and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Sponsor-Overall Coordinators may require;

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

(c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

(f) such wholly-owned subsidiary is (i) not and will not be a U.S. Investor and is not subscribing for the Relevant Shares for the account or benefit of a U.S.

Investor; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08, 19A.13A and 19A.13C of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.

5.5 The Investor and its affiliates, directors, supervisors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, supervisors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of Investor Shares.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor unconditionally and irrevocably agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information the Sponsor-Overall Coordinators and the Joint Sponsors and as is required for the purpose of facilitating the Sponsor-Overall Coordinators and Joint Sponsors in meeting their obligations and responsibilities under the Listing Rules and the Code of Conduct (including but not limited to, conducting due diligence enquiries on the Investor);

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI, or as required by other Regulators, shall be provided by the Investor as soon as reasonably practicable and will be disclosed or shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, the SFC and such other Regulators as necessary and required under relevant laws, and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and the Sponsor-Overall Coordinators, and all such information in relation to and provided by the Investor is accurate, true and complete in all respects and is not misleading or deceptive;

(d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Sponsor-Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

(e) the Investor acknowledges and consents that the Company, the Sponsor-Overall Coordinators and the Joint Sponsors may submit information about the

Investor's subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority

(f) the Investor Shares will be subscribed for by the Investor through the Sponsor-Overall Coordinators and/or its affiliates in their capacities as international representatives of the international underwriters of the International Offering;

(g) the Investor is not an existing shareholder, connected person or affiliate of the Company and does not act on behalf of any of the aforementioned persons;

(h) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company, the applicable Laws and this Agreement;

(i) the number of Investor Shares may be affected by re-allocation of Offer Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules (including but not limited to paragraph 3.2), Rules 19A.13A and 19A.13C of the Listing Rules, Chapter 4.14 of the Guide, the placing guidelines set out in Appendix F1 to the Listing Rules or such other requirements as may be approved by the Stock Exchange and applicable to the Company from time to time;

(j) without prejudice to the other provisions under this Agreement, the Company and/or the Sponsor-Overall Coordinators (as the case may be, and in accordance with the underwriting agreements for the Hong Kong Public Offering and the International Offering) will have absolute discretion to change or adjust;

(a) the number of Offer Shares (including the Investor Shares) comprising the Offer Shares being offered pursuant to the Global Offering or any part thereof;

(b) the allocation of the Offer Shares to the Hong Kong Public Offering and the International Offering under the Global Offering or any part thereof; and

(c) other adjustment or re-allocation of number of Offer Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;

(k) the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float

requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules;

(l) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(m) neither the Company, the Sponsor-Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, supervisors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility to any tax, legal, currency or other economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

(n) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Investor, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

(o) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

(p) it understands that none of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(q) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

(r) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**")

on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(r)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

(s) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its] representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(t) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(u) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the H Shares;

(v) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sponsor-Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(w) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sponsor-Overall Coordinators, the Joint Sponsors or their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Sponsor-Overall Coordinators, the Joint Sponsors and their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

(x) none of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its

directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;

(y) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

(z) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents, representatives or other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(aa) it understands that no public market now exists for the Investor Shares, and that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners, representatives and other party involved in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;

(bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

(cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;

(dd) in the event that the Global Offering is delayed or terminated or is not completed for any reason or that the Offer Price is not within the indicative range set forth in the Public Documents, no liabilities of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors, officers, employees, advisors, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;

(ee) the Company and the Sponsor-Overall Coordinators will have absolute discretion to change or adjust (i) the number of Offer Shares to be issued under the Global Offering; and (ii) the number of Offer Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

(ff) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Sponsor-Overall Coordinators, the Overall Coordinators the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors;

(gg) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:00 p.m. (Hong Kong time) on the one business day prior to the Listing Date..

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that:

(a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets;

(b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

(c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

(d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in writing if the Approvals cease to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the

Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

(l) it is not an existing shareholder of the Company, or a close associate of such shareholder nor a core connected person of the Company, and it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

(m) it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Investor;

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the

Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholders, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing;

(p) the Investor will use its own funds or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

(t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Joint Sponsors, the Sponsor-Overall Coordinators, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Joint Sponsors and Sponsor-Overall Coordinators involved in the Global Offering;

(u) save as previously notified to the Joint Sponsors and Sponsor-Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules to be identified in the Company's allotment results announcement;

(v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Offer Shares, except with its affiliates or with the prior written consent of the Company;

(w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

(x) the aggregate holding (direct or indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by and free float in the public (having the meaning under the Listing Rules) and to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

(y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any connected person of the Company, by any one of the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

(z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents;

(aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(bb) save as previously disclosed to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

(cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Sponsor-Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sponsor-Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Sponsor-Overall Coordinators.

6.4 The Investor understands that the representations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors, the underwriters, the CMIs and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's

warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect, whereupon the Company, the Joint Sponsors and the Sponsor-Overall Coordinators shall have the right to terminate this Agreement and not to consummate the transactions contemplated hereunder.

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sponsor-Overall Coordinators, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute legal, valid and binding obligations of it;

(c) subject to payment of the Aggregate Investment Amount and the related Brokerage and Levies and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

(d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide or any guidance published by the Regulators from time to time) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents;

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

(f) this Agreement has been duly authorized, executed and delivered by it and constitutes its valid and binding obligations, and is enforceable against it in accordance with its terms and the Company has taken, and will take, all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement; and;

(g) it shall comply with all relevant laws and regulations in connection with its agreement to issue and/or deliver the Investor Shares.

6.8 [Reserved]

6.9 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Sponsor-Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations

under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sponsor-Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein; and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted

the Company, the Sponsor-Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

8.3 The Investor agrees to provide all assistance reasonably in connection with the preparation of any announcement or disclosure required to be made as referred to in clause 8.1 above and shall provide all information required by the Company, the Joint Sponsors or the Sponsor-Overall Coordinators or requested by the Stock Exchange or any other Governmental Authority in relation to the Investor or its subscription of the Investor Shares with regard to the proposed listing of the H Shares.

8.4 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sponsor-Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sponsor-Overall Coordinators and the Joint Sponsors and their respective counsels.

8.5 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sponsor-Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Sponsor-Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC. Without prejudice to clause 8.4, the Investor irrevocably agrees to the disclosure, in the Public Documents, marketing and roadshow materials and other announcement and documents, of the names of the Investor, description of this Agreement, background information of the Investor and its relationship with the Company, the Joint Sponsors, the Joint Global Coordinators and the Sponsor-Overall Coordinators, the Overall Coordinators, the underwriters and other persons participating in the Global Offering.

9. NOTICES

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address: Room 101, Office Building
No. 62 Yanhu Road, Yanchuan Community
Yanluo Subdistrict

	Bao'an District, Shenzhen City PRC
Email:	niudongfeng@szzhaowei.net
Facsimile:	N/A
Attention:	Mr. Niu Dongfeng

If to the Investor, to:

Address:	2703, 27/F, 100 Queen's Road Central, Hong Kong
Email:	operation@rimecapitalhk.com
Facsimile:	+852 2152 0660
Attention:	ZHOU Gang

If to CMS HK, to:

Address:	48/F., One Exchange Square Central Hong Kong
Email:	projecttpecm@cmschina.com.hk; projecttp@cmschina.com.hk
Facsimile:	N/A
Attention:	CMS TP team

If to DBHK, to:

Address:	60/F, International Commerce Centre 1 Austin Road West Kowloon Hong Kong
Email:	project.tp@list.db.com
Facsimile:	(+852) 2203 8888
Attention:	DB Project TP team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under

this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Joint Sponsors and the Sponsor-Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Sponsor-Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Sponsor-Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Sponsor-Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Sponsor-Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Sponsor-Overall Coordinators, to the extent permitted by applicable laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

10.4 The Investor, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

10.6 This Agreement will be executed in the English language only.

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Sponsor-Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor to any one or more of their affiliates. Such Sponsor-Overall Coordinators or the Joint Sponsors shall, severally but not jointly, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

10.18 Contractual Recognition of EU Bail-in Powers

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding between any BRRD Party and any BRRD Counterparty, each BRRD Counterparty acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts, and agrees to be bound by:

the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to each BRRD Counterparty under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

a. the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

b. the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the BRRD Party or another person, and the issue to or conferral on the BRRD Counterparty of such shares, securities or obligations;

c. the cancellation of the BRRD Liability;

d. the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

e. the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre

Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

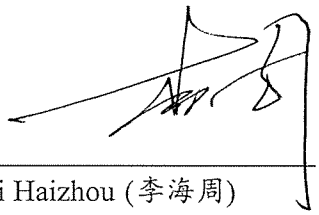
13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

For and on behalf of

Shenzhen Zhaowei Machinery & Electronics Co., Ltd.
深圳市兆威机电股份有限公司



Name: Li Haizhou (李海周)
Title: Executive Director

FOR AND ON BEHALF OF:

RIME Capital Limited

Name: ZHOU Gang

Title: Director

For and on behalf of
China Merchants Securities (HK) Co., Limited

Ryan LAI

Name: Ryan Lai
Title: Head of Industry Department

For and on behalf of
China Merchants Securities (HK) Co., Limited

Name: Nicholas Zhao
Title: Executive Director

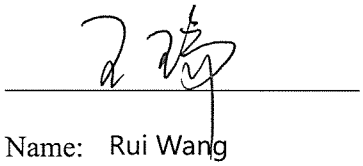
For and on behalf of
Deutsche Securities Asia Limited

Name: Rui Wang
Title: Managing Director

Name: Albert Chang
Title: Managing Director

For and on behalf of:

Deutsche Bank AG, Hong Kong Branch



Name: Rui Wang

Title: Managing director

Name: Albert Chang

Title: Managing director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar 20,000,000(HK$20,000,000) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to Rules 19A.13A and 19A.13C of the Listing Rules, paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Offer Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering—Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Sponsor-Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the minimum free float requirement under Rules 19A.13C of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 to the Listing Rules. Further, the Sponsor-Overall Coordinators and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	66549856
Business registration number:	66549856
LEI number:	875500NV2223GX09X763
Business address and telephone number and contact person	2703, 27/F, 100 Queen's Road Central, HK
Principal activities:	SFC Type 1 4 9 regulated activities
Ultimate controlling shareholder:	ZHUO Ying
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	64%
Description of the Investor for insertion in the Prospectus:	RIME Capital Limited ("RIME") is incorporated in Hong Kong with limited liability and licensed by the SFC to carry on type 1, 4, 9 regulated activities, which is ultimately owned by Ms. Zhuo Ying, who owns 64% shares of RIME. RIME is a discretionary investment manager of Sino Opulence Multi-Value

	Strategy Fund SPC("Sino Opulence SPC") and Sino Opulence SPC is a segregated portfolio company holding various portfolios. RIME has agreed to procure Sino Opulence Multi-Value Strategy Fund SPC-Stable Growth Fund SP (the "Sino Opulence Fund"), which is a fund portfolio under Sino Opulence SPC to subscribe for the Offer Shares. Sino Opulence SPC is ultimately controlled by Ms. Zhuo Ying. The largest limited partner of Sino Opulence Fund is Leo Group Co., Ltd., a company listed on the Shenzhen Stock Exchange (stock code:002131). There is no other ultimate beneficial owner holding 30% or more interest in Sino Opulence Fund. Each of RIME, Ms. Zhuo Ying, Sino Opulence SPC and Sino Opulence Fund is an Independent Third Party.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places	cornerstone investor

基石投资协议

2026 年 2 月 25 日

深圳市兆威机电股份有限公司

及

万源资本有限公司

及

招商證券（香港）有限公司

及

德意志證券亞洲有限公司

及

德意志銀行香港分行

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本协议（下文简称「**本协议**」）乃于 2026 年 2 月 25 日订立，

订约方：

1. **深圳市兆威机电股份有限公司**（一家根据中国法例注册成立的有限公司，其注册办事处位于中国广东省深圳市宝安区燕罗街道燕川社区燕湖路 62 号办公楼 101 室，下文简称「**本公司**」）；

2. **万源资本有限公司**（一家在香港注册成立的公司，注册办事处位于香港九龙尖沙咀新港中心一座 1501 室，下文简称「投资者」）；

3. **招商證券（香港）有限公司**（地址：香港中环康乐广场 8 号交易广场一座 48 楼，下文简称「**招商**」）；

4. **德意志證券亞洲有限公司**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志亚洲**」）；

5. **德意志銀行香港分行**（地址：香港九龙柯士甸道 1 号环球贸易广场 60 楼，下文简称「**德意志香港**」）；

（招商及德意志亚洲统称为“**联席保荐人**”；招商及德意志香港统称为“保荐人兼**整体协调人**”；招商、德意志香港及中信里昂证券有限公司统称为“**整体协调人**”，及各为一名“**整体协调人**”。）

鉴于：

(A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市 H 股（定义见下文）（下文简称「**全球发售**」），包括：

(i) 本公司在香港公开发售其 2,674,900 股发售股份以供公众认购（须遵守招股书重新分配之规定）（下文简称「**香港公开发售**」）；及

(ii) 本公司根据证券法项下 S 规例(定义见下文)所规定的离岸交易方式，在美国境外向非美国投资者，且并非为美国投资者的账户或利益行事的主体有条件地配售 24,073,400 股发售股份（须遵守招股书重新分配之规定）(下文简称「**国际发售**」)。

(B) 招商及德意志亚洲担任全球发售的联席保荐人，招商、德意志香港及中信里昂担任全球发售的整体协调人。

(C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义:

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「控制」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局;

「**总投资额**」指发售价乘以投资者股份数量所得的金额;

「**批准**」具有第 6.2(g)条赋予的含义;

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释;

「**自救立法**」就已实施或在任何时候实施《银行风险恢复与处置指令》的欧洲经济区成员国而言，指欧盟保释立法附表中不时描述的相关实施法律、条例、规则或要求;

「**自救权力**」指欧盟保释立法附表中定义的与相关保释立法有关的任何减记和转换权力;

「**BRRD**」指第 2014/59/EU 号指令，该指令建立了信贷机构和投资公司的恢复和解决框架;

「**BRRD 对手方**」指非 BRRD 方的本协议各方;

「**BRRD 负债**」指可以行使适用自救立法中相关减记和转换权力的负债;

「**BRRD 缔约方**」指适用 BRRD 的相关各方;

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费;

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统;

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成;

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动;

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则;

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改;

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改;

「**关连人士/核心关连人士**」应具有上市规则赋予的含义;

「**关联关系**」应具有中国证监会备案办法赋予该词的含义;

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改;

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指;

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构;

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引;

「**中国证监会备案报告**」是指公司根据中国证监会《备案规则》第十三条向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充和/或修改;

「**中国证监会备案**」是指根据中国证监会《备案规则》和中国证监会的其他适用法律、法规和要求（包括但不限于中国证监会申报报告），向中国证监会提交的与全球发售有关的任何和所有书面、口头或任何形式的信件、文件、信函、通信、文件、回复、承诺和意见，包括其任何修订、补充和/或修改;

「**处置**」包括，就任何相关股份而言，直接或间接：

(i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**欧盟自救立法时间表**」是指该文件的描述，适时生效，并由贷款市场协会（或任何接替者）不时发布，网址为http://www.lma.eu.com/pages.aspx?p=499;

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**H 股**」指本公司股本中每股面值人民币 1.0 元的普通股，将以港元认购及买卖，并已拟议在联交所上市及买卖；

「**港元**」指香港的法定货币；

「**香港**」指中华人民共和国香港特别行政区；

「**香港公开发售**」具有序文(A)赋予的含义；

「**香港结算**」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「**受弥偿方**」具有第 6.5 条赋予的含义，「**受弥偿方**」指任何该等受弥偿方（视文意而定）；

「**国际发售**」具有序文(A)赋予的含义；

「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「**投资者相关资料**」具有第 6.2(i)条赋予的含义；

「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的 H 股，该等股份数目将根据附表 1 计算，由本公司及保荐人兼整体协调人厘定；

「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「**征税**」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「**上市日**」指 H 股份在联交所主板的初始上市日期；

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市决定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「**禁售期**」具有第 5.1 条赋予的含义；

「**发售价**」指发售股份将根据全球发售发售或出售的每股发售股份最终港元价格（不包括经纪费及征税）；

「**发售股份**」具有国际发售通函赋予的含义；

「**各方**」指本协议指定的各方，「**一方**」指任一协议方（依文意而定）；

「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「专有投资基础」是指投资者为自己的账户和投资目的而进行的投资，但不代表任何第三方，无论该投资是否是为了该投资者的任何股东或基金投资者的利益；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**相关决议机构**」是指有能力对任何 BRRD 缔约方行使任何自救权力的决议机构；

「**人民币**」指人民币，中国的合法货币；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改）；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**股份**」指本公司股本中每股面值 1.0 元人民币的普通股；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国投资者**」指（i）根据美国证券法 S 条例的第 902(k)(1)条界定的美国人，或（ii）根据美国联邦法规第 31 篇第 850.229 节，该条款系实施 14105 号行政命令的最终规则，已于 2025 年 1 月生效，界定的美国人，包括任何美国公民、合法永久居民、依美国或其辖内法律设立的实体（含外国分支机构）或位于美国境内的任何人士。

1.2 在本协议中，除非文意另有要求，否则：

(a) 对**条款**、**子条款**或**附表**的提述应指本协议的条款、子条款或附表；

(b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；

(d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) 对本协议或其他文书的提述应包含其变更或替换版本；

(f) 对法例、法例条文、法规或规则的提述应包括：

(i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) 对根据该等法例或法例条文制定的任何附属立法的提述；

(g) 提及“法规”时，包括任何政府、政府间或超国家机构、机关、部门或任何监管、自律或其他当局或组织的任何法规、规则、官

方指令、意见、通知、通告、命令、要求或指导方针（无论是否具有法律效力）；

(h) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(i) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(j) 对「**包括**」、「**包括**」和「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(k) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下:

(a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过保荐人兼整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

(b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及保荐人兼整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(i)并非且并非为美国投资者的账户或利益；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟:

(a) 投资者应促使该全资附属公司于该日期向本公司、保荐人兼整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投

资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、保荐人兼整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、保荐人兼整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、保荐人兼整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 [不适用]

2.4 本公司及保荐人兼整体协调人（为其及代表全球发售的包销商）将以彼等议定的方式厘定发售价。本公司及保荐人兼整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及保荐人兼整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 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本公司、保荐人兼整体协调人及联席保荐人豁免)方可作实：

(a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；

(b) 本公司与保荐人兼整体协调人（代表其自身及全球发售的包销商）已议定发售价；

(c) 联交所上市委员会已授予 H 股（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于 H 股在联交所交易前撤销；

(d) 中国证监会已接受中国证监会的备案，并在其网站上公布了中国证监会备案的备案结果，且在 H 股在证券交易所开始交易之前，公布的受理通知和/或备案结果未被拒绝、撤回、撤销或无效；

(e) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日、本协议签署日）并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无严重违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、保荐人兼整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方豁免(惟第 3.1(a)、3.1(b)、3.1(c) 、3.1(d)及 3.1(e)条所载的条件不得豁免，第 3.1(f)条所载的条件仅可由本公司、保荐人兼整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、保荐人兼整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、保荐人兼整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、

员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过保荐人兼整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及保荐人兼整体协调人厘定的时间及方式，于国际发售完成之时予以认购。

若本公司、联席保荐人及保荐人兼整体协调人认为未能符合《上市规则》第 8.08(3)条有关本公司三大公众股东实益拥有于上市日期公众持有的 H 股不得超过 50%的规定、《上市规则》第 19A.13A(2)条有关上市时的首次公众持股量规定或第 19A.13C(2)条有关上市时的自由持股量规定，则保荐人兼整体协调人及本公司有权调整 H 股的分配。此外，本公司、联席保荐人及保荐人兼整体协调人可全权及绝对酌情调整投资者股份的数目，以符合上市规则附录 F1（股本证券配售指引）及上市规则实务守则第 18 条第 3.2 段的规定。

4.2 投资者应于不晚于上市日前一个工作日下午 5:00（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至保荐人兼整体协调人在上市日前提前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税。

4.3 [不适用]

4.4 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日由投资者通知保荐人兼整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 投资者股份的交割亦可以本公司、保荐人兼整体协调人、联席保荐人及投资者书面议定的其他方式进行。

4.6 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、保荐人兼整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、保荐人兼整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、保荐人兼整体协调人及联席保荐人因投资者未能履行其在本协议

下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士因超出公司、保荐人兼整体协调人、联席保荐人和/或其各自的关联公司（视情况而定）的控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系統綜合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、保荐人兼整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，(a)未经本公司、保荐人兼整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图;或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及保荐人兼整体协调人，并确保该处置将遵守所有适用法律。

在不抵触上一段规定的前提下，本公司、保荐人兼整体协调人及联席保荐人承认，于禁售期届满后，投资者应可自由处置任何相关股份，惟投资者应在处置前书面通知本公司、保荐人兼整体协调人及联席保荐人，并应尽一切合理努力确保任何该等处置不会造成 H 股的市场混乱或虚假，且另行遵循所有适用法律法规和证券交易所规则，包括但不限于上市规则、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下:

(a) 至少提前五(5)个营业日向本公司、联席保荐人及保荐人兼整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号、商业登记号和与投资者的关系及该等全资附属公司的业务）及该证明，以及该证明可按本公司、保荐人兼整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司;

(b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般;

(c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认;

(d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务;

(e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、保荐人兼整体协调人及联席保荐人作出，以本公司、保荐人兼整体协调人及联席保荐人为受益人，且条款令本公司、保荐人兼整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的

限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及

(f) 该全资附属公司是(i)并非且将不会成为美国投资者且非为美国投资者的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、保荐人兼整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条 19A.13A 及第 19A.13C）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、保荐人兼整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、保荐人兼整体协调人及联席保荐人的合理请求，投资者将向本公司、保荐人兼整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联系人及实益拥有人，在全球发售中通过建档流程申请或订购 H 股（投资者股份除外）或在香港公开发售中申请 H 股，除非上市规则和/或指南允许。

5.5 投资者及其联属人士、董事、监事、高级职员、员工或代理不得与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、监事、高级职员、员工或代理签订任何违反或抵触上市规则（包括指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事、高级人员、雇员或代理已经或将要订立该等安排或协议。

5.6 投资者将动用内部资源，无需外部融资，以支付其认购投资者股份的款项。

6. 承认、声明、承诺及保证

6.1 投资者无条件且不可撤销地向本公司、保荐人兼整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

(a) 本公司、保荐人兼整体协调人、联席保荐人及彼等各自的联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责，投资者（代表其自身及其全资子公司）特此放弃任何权利（如有），以全球发售因任何原因延迟或未在预期日期和时间完成，或如果发售价格不在公开文件规定的指示性范围内，对公司、整体协调人和联席保荐人及其各自的关联方提出任何索赔或诉讼；

(b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约。就此，投资者将向保荐人兼整体协调人及联席保荐人提供所有相关信息，以协助其履行《上市规则》及《行为守则》项下的义务与责任（包括但不限于对投资者进行尽职调查）；

(c) 根据《上市规则》或 FINI 的要求，投资者应尽快或根据其他监管机构的要求向证券交易所提交的与投资者有关的信息应由投资者提供，并将在合理可行的情况下与公司、联席保荐人、保荐人兼整体协调人、证券交易所、证监会和相关法律要求的其他监管机构披露或共享，并将纳入一份合并的受托人名单，该名单将在 FINI 上向联席保荐人和保荐人兼整体协调人披露，所有与投资人有关并由其提供的信息都是准确、真实的。在所有方面都是完整的，没有误导或欺骗性；

(d) 发售价将仅由本公司与保荐人兼整体协调人（为其自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；

(e) 投资者承认并同意，公司、保荐人兼整体协调人和联席保荐人可以向政府机构（包括但不限于证券交易所、证监会和中国证监会）提交有关投资者认购 H 股或根据本协议参与配售的信息，前提是相关法律、法规和规章要求和/或政府机构要求提交此类信息和提交的信息

(f) 投资者股份将由投资者通过保荐人兼整体协调人及/或其联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

(g) 投资者并非公司的现有股东、关连人士或联属公司，亦不代表上述任何人士行事；

(h) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件、适用法律以及本协议的条款及条件接受投资者股份；

(i) 投资者股份数目可能受根据《上市规则》第 18 项应用指引（包括但不限于 3.2 段）、《上市规则》第 19A.13A 及第 19A.13C 条、指南第 4.14 章及《上市规则》附录 F1 要求的在国际发售与香港公开发售之间的重新分配发售股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(j) 在不影响本协议其他条款的前提下，本公司及/或保荐人兼整体协调人（视属何情况而定，并按照香港公开发售及国际发售的承销协议）有绝对酌情权对以下事项作出变更或调整：

(a) 根据全球发售拟发行发售股份（包括投资者股份）的数量或其任何部分；

(b) 全球发售项下香港公开发售与国际发售之间的发售股份分配或其任何部分；

(c) 经联交所批准并符合适用法律的前提下，对拟发行发售股份数量、发售价范围及最终发售价作出其他调整或重新分配。”

(k) 保荐人兼整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）违反《上市规则》第 19A.13C 规定的自由流通量要求；或（iv）《上市规则》附录 18 第 3.2 段；

(l) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、保荐人兼整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(m) 本公司、保荐人兼整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、监事、雇员或联属人士或全球发售的任何其

他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任;

(n) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国投资者或为美国投资者的利益发售、转售、质押或另行转让、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）;

(o) 其明白及同意，转让投资者股份仅可依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明;

(p) 其明白，本公司、保荐人兼整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明;

(q) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件;

(r) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息;(ii)应以其最大努力确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(r)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、

交易或另行经营（不论直接或间接）H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

(s) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

(ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何 H 股或其他证券的要约或邀约；及

(iii) 招股章程草案、初步发售通函草案或任何其他已向投资者提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

(t) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(u) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就 H 股作出任何定向销售（定义见《证券法》S 规例）；

(v) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、保荐人兼整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、保荐人兼整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(w) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、保荐人兼整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、保荐人兼整体协调人及/或联席保荐人及彼等各自的董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(x) 保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(y) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(z) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或保荐人兼整体协调人、整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、

监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

(aa) 其明白，投资者股份当前并无公开市场，且本公司、保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、监事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表或其他参与全球发售的主体并未作出关于投资者股份将存在公开市场的保证；

(bb) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对H股交易的限制；

(cc) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；

(dd) 若全球发售因任何原因延迟、终止或未能完成或者发行价格不在公开文件中规定的指示性范围内，本公司、保荐人兼整体协调人、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理或代表或其他参与全球发售的主体均无需对投资者或其附属公司承担任何责任；

(ee) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的发售股份数目；及(ii)将分别根据香港公开发售及国际发售发行的发售股份数目的绝对酌情权；

(ff) 除本协议和投资者、公司、保荐人兼整体协调人、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、保荐人兼整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

(gg) 投资者各自已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一个工作日当天下午5:00点（香港时间）。

6.2 投资者向本公司、保荐人兼整体协调人及联席保荐人进一步声明、保证及承诺：

(a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘且其任何业务、财产或资产均未被指定接管人接管；

(b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；

(c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已财务所有必需的行动（包括获得政府及及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

(e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效化、收回、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效或无效化、收回、撤回或搁置，将立即以书面形式通知公司、保荐人兼整体协调人及联席保荐人；

(h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协

议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、保荐人兼整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其的投资者股份的最终实益拥有人（若有）及/或最终负责发出有关认购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总额及本协议项下的禁售限制）；（iii）涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份资料，以及该掉期安排或其他金融或投资产品的提供人）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、保荐人兼整体协调人、联席保荐人或彼等各自的联属人士、董事、监事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

(j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；

(k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易而言，其并非保荐人兼整体协调人、整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(l) 非本公司现有股东、该等股东之紧密联系人、亦非本公司核心关连人士及其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投

资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) 其在美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国投资者；

(n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(i)为独立于本公司的第三方；(ii)并非本公司的关连人士（定义见上市规则）或联系人，投资者认购投资者股份不会导致投资者及其实益拥有人成为本公司的关连人士（定义见上市规则）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(iv)并未直接或间接接受(a)本公司任何核心关连人士（定义见上市规则），(b)本公司及本公司任何董事、监事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C(2)段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向公司、联席保荐人及保荐人兼整体协调人另行披露；

(p) 投资者将使用自有资金或由其管理的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何保荐人兼整体协调人、整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；

(s) 投资者、实益拥有人或联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；

(t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联席保荐人、保荐人兼整体协调人、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的联席保荐人及保荐人兼整体协调人披露；

(u) 除此前已书面通知联席保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

(v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与发售股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；

(x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量及自由流通量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；

(y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司任何关连人士、任何保荐人兼整体协调人、整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(z) 投资者、其联属人士、董事、监事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、监

事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；

(aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；

(bb) 除此前已以书面形式向本公司，联席保荐人及保荐人兼整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

(cc) 投资者、其实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何 H 股（根据本协议的投资者股份除外）。

6.3 投资者向本公司、保荐人兼整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、保荐人兼整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、保荐人兼整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、保荐人兼整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性并将及时以书面形式通知本公司、联席保荐人及保荐人兼整体协调人任何该等描述的变更，并向其提供相关意见、更新信息及/或支持性文件。

6.4 投资者明白，载于第 6.1 条和第 6.2 条的声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、保荐人兼整体协调人、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导

性，其将及时书面通知本公司、保荐人兼整体协调人、联席保荐人；届时，本公司、联席保荐人及保荐人兼整体协调人有权终止本协议，并不继续完成本协议项下拟进行的交易。。

6.5 投资者同意及承诺，对于本公司、保荐人兼整体协调人、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事、雇员、员工、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/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、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺:

(a) 其已根据其成立地法律注册成立并有效存续;

(b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动且本协议一经签署，即构成其合法、有效且具有约束力的义务。;

(c) 须在支付总投资额及相关经纪佣金和征费后，且不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的 H 股同等的权益;

(d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事、高级职员、雇员及代理订立任何有悖

上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章或监管机构不时发布的任何指引）的协议或安排（包括任何单边保证函）；及

(e) 除本协议规定者外，本公司或本集团的任何成员及联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺;

(f) 本协议已由其正式授权、签署和交付，构成其有效和有约束力的义务，并可根据其条款对其强制执行，公司已采取并将采取一切必要措施履行其在本协议项下的义务，使本协议和本协议拟进行的交易生效；以及;

(g) 其应遵守与其发行和/或交付投资者股份协议有关的所有相关法律法规。

6.8 [不适用]

6.9 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买 H 股的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止:

(a) 根据第 3.2、4.6 或 4.7 条终止;

(b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、保荐人兼整体协调人或联席保荐人(由各自自行决定)可单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、保荐人兼整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、保荐人兼整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、保荐人兼整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；

(b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、保荐人兼整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 投资者同意，就第 8.1 条所述任何公告或披露文件的准备工作，提供合理所需的全部协助，并向本公司、联席保荐人或保荐人兼整体协调人提供其所要求的所有信息，或根据联交所或任何其他政

府机构的要求，提供与投资者或其认购投资者股份有关的资料，以配合H股拟上市事宜。

8.4 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、保荐人兼整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.5 投资者承诺，将及时就第8.1条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、保荐人兼整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或保荐人兼整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。在不影响第9.4条的情况下，投资者不可撤销地同意在公开文件、营销和路演材料以及其他公告和文件中披露投资者的姓名、本协议的描述、投资者的背景信息及其与公司、联席保荐人、联席全球协调人、保荐人兼整体协调人和整体协调人、承销商和其他参与全球发售的人员的关系。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国广东省深圳市宝安区燕罗街道燕川社区燕湖路62号办公楼101室
电邮：	niudongfeng@szzhaowei.net
传真：	不适用
收件人：	牛东峰先生

若发送至投资者，则发送至：

地址：	香港九龙尖沙咀新港中心一座1501室
电邮：	2359901442@qq.com

传真：　　不适用
收件人：　　薛守光

若发送至招商，则发送至：

地址：　　香港中环交易广场一座 48 楼
电邮：　　projecttpecm@cmschina.com.hk;
　　projecttp@cmschina.com.hk
传真：　　不适用
收件人：　　CMS TP team

若发送至德意志亚洲，则发送至：

地址：　　香港九龙柯士甸道 1 号环球贸易广场 60 楼
电邮：　　project.tp@list.db.com
传真：　　(+852) 2203 8888
收件人：　　DB Project TP team

9.2　根据本协议交付的任何通知应由专人交付或通过传真或电邮发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10　一般事项

10.1　各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2　本协议中规定的各联席保荐人及保荐人兼整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或保荐人兼整体协调人不履行本协议规定的各自义务，其他联席保荐人或保荐人兼整体协调人均不承担任何责任，也不影响任何其他联席保荐人或保荐人兼整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及保荐人兼整体协调人仍有权单独或与其他联席保荐人及保荐人兼整体协调人共同行使其在本协议项下的任何或所有权利。

10.3 除有明显错误外，本公司及保荐人兼整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 投资者、本公司、保荐人兼整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。

10.6 本协议将仅以中文版本签署。

10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济:

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

(b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11 (a)分条所述人士同意。

10.12 保荐人兼整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等保荐人兼整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、

权力及/或酌情权的任何联属人士的所有作为及不作为（个别而非共同）负责。

10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、保荐人兼整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 协议承认欧盟的自救权

尽管有本协议的任何其他条款或任何 BRRD 缔约方与任何 BRRD 对手方之间的任何其他协议、安排或谅解，并排除该等条款、安排或谅解，各 BRRD 对手方确认并接受，根据本协议产生的 BRRD 责任可能受制于有关决策机关行使的保释权力，并确认、接受及同意受以下各项约束：

就 BRRD 缔约方根据本协议对每个 BRRD 交易对手方承担的任何 BRRD 责任而言，相关解决机构行使自救权力的影响（但不限于）可能包括并导致以下任何情况或其组合：

a. 减少全部或部分 BRRD 负债或到期的未清偿金额；

b. 将 BRRD 负债的全部或部分转换为 BRRD 方或另一人的股份、其他证券或其他义务，并向 BRRD 相对人发行或授予该等股份、证券或义务；

c. 注销 BRRD 责任；

d. 修正或更改任何利息（如适用）、到期日或任何付款到期日，包括暂时中止付款；以及在有关解决机构认为必要时，变更本协议的条款，以落实有关解决机构行使的自救权力。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何

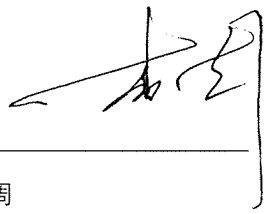
该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13 副本

13.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

代表
深圳市兆威机电股份有限公司



姓名:李海周

职位:执行董事

为及代表
万源资本有限公司

薛守光

姓名：　薛守光
职位：　董事

代表
招商證券（香港）有限公司

姓名：趙光遠
職位：執行董事

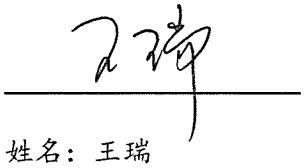
代表
招商證券（香港）有限公司

賴焉

姓名：賴焉
職位：行業部主管

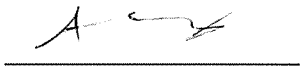
代表

德意志證券亞洲有限公司



姓名：王瑞

職位：董事總經理

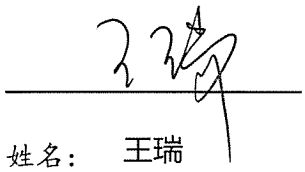


姓名：張亦衛

職位：董事總經理

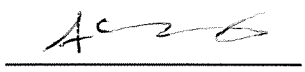
代表

德意志銀行香港分行



姓名： 王瑞

职位： 董事总经理



姓名： 张亦卫

职位： 董事总经理

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)20,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股 H 股）。

根据上市规则第 19A.13A，19A.13C 及第 18 项应用指引第 4.2 段、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认购的投资者股份数目可能受到国际发售与香港公开发售之间的发售股份重新分配的影响。倘香港公开发售中的发售股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，保荐人兼整体协调人和本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合（i）《上市规则》第 8.08(3)条，该条款规定于上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或（ii）《上市规则》第 19A.13A 条规定的最低公众持股量或联交所另行批准的；或（iii）《上市规则》及 19A.13C 规定的自由流通量要求或（iv）上市规则第 18 项应用指引第 3.2 段的要求。此外，为遵守《上市规则》附录 F1（权益证券配售指引）的规定，保荐人兼整体协调人和本公司可全权酌情调整投资者股份的数量。

附表 2

投资者详情

投资者

注册成立地点:	香港
公司注册证书编号:	3216165
商业登记号码:	74683088
法人机构识别编码	不适用
营业地址、电话号码及联系人	香港九龙尖沙咀新港中心一座 1501 室; 薛守光; +86 13906902087
主要活动:	金融投资
最终控股股东:	薛守光
最终控股股东的注册成立地点:	不适用
最终控股股东的商业登记号码及法人机构识别编码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	薛守光: 直接持有万源资本有限公司 100%的股份
待插入招股章程的投资者描述:	Main Source Capital Limited ("Main Source Capital") is a company incorporated under the laws of Hong Kong Hong Kong in December 2022 and primarily focuses on financial investments. Main Source Capital is wholly owned by Mr. Xue Shouguang (薛守光), who is a veteran investor and has invested in a series of listed companies. Each of Main Source Capital and Mr.

	Xue Shouguang is an Independent Third Party.
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露[1]	基石投资者

[1]包括所有相关投资者类别：(i)公司的现任或前任雇员；(ii)公司的客户；(iii)公司的供应商；(iv)酌情管理投资组合（定义见《上市规则》附录 F）；(v)酌情信托；(vi)中国政府机构（定义见《上市规则》附录 6）；(vii)关连客户（定义见《上市规则》附录 F）；(viii)现有股东、董事或密切联系人士（定义见《上市规则》第一章）；(ix)保荐人或紧密联系人；(x)承销商及/或分销商或其紧密联系人；或(xi)非香港证监会认可基金。